

Next scheduled Committee Meeting will be held in the Multi-Purpose Room, 201 Spring Street, Springdale, Arkansas

- The next Committee meeting - Monday, December 2, 2019
 - Committee agendas will be available on Wednesday, November 27.

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, November 26th, 2019**

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Mike Overton

6:00 p.m. **OFFICIAL AGENDA**

1. *Large Print* agendas are available.
2. Call to Order – Mayor Doug Sprouse
3. Roll Call – Denise Pearce, City Clerk
Recognition of a Quorum.
4. Comments from Citizens
The Council will hear brief comments from citizens during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.
5. Approval of Minutes – November 12th, 2019 **Pgs. 3 - 16**
6. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers 9A-C, 11 Motion must be approved by two-thirds (2/3) of the council members*).
7. Appeal of Planning Commission's decision to deny a rezoning request by Black Bear Holdings LLC, on property located at 811 S. Turner Street, from O-1 to C-2. Presented by Payton Parker. **Pgs. 17 - 23**
8. Appeal of Planning Commission's decision to deny a Conditional Use requested by Beatris Fraire and Manolo Juarez for a manufactured mobile home in an A-1 zone located North and West of South Zion Road. Presented by Beatris and Manolo Juarez. **Pgs. 24 - 31**
9. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development:
 - A. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (5.02 acres located on the West side of Powell Street North of Lucian Lane) from Agricultural District (A-1) to Low Density Single Family Residential District (SF-1) and declaring an emergency. **Pgs. 32 - 35**
 - B. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (1.04 acres located on the Northwest corner of East Emma Avenue and Monitor Road) from Agricultural District (A-1) to Low Density Multi-Family Residential District (MF-2) and declaring an emergency. **Pgs. 36 - 38**
 - C. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (1.33 acres, C-2; and 2.2 acres, C-5; located at 3151 E. Robinson Avenue) from Agricultural District (9A-1) to General Commercial District (C-2) and Thoroughfare Commercial District (C-5) and declaring an emergency. (See attached map.) **Pgs. 39 - 43**

- D. **A Resolution** approving a Conditional Use to be granted to Andrew and Karen Morris for a Tandem Lot Split at 247 Combs as set forth in Ordinance No. 4030. Pgs. 44 - 45
 - E. **A Resolution** approving a Conditional Use for David Mancia at 1102 Backus as set forth in Ordinance No. 4030, Use Unit 41 (Automobile Sales) in a General Commercial District (C-2) with no conditions. Pgs. 46 - 47
10. Parks and Recreation Committee by Chairman Mike Lawson:
- A Resolution** appropriating funds for the Parks and Recreation Department Project No. 18BPP5 (Improvements to the Parks and Recreation Center at 1906 Cambridge Street). Pgs. 48 - 58
11. Ordinance Committee by Chairman Mike Overton:
- An Ordinance** amending Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes (concerning Bluff Cemetery). Pgs. 59 - 60
12. **A Resolution** authorizing the Destruction of Old Accounting Records. Pgs. 61- 63
13. Comments from Council Members.
14. Comments from City Attorney.
15. Comments from Mayor.
16. Adjournment.

SPRINGDALE CITY COUNCIL
NOVEMBER 12, 2019

The City Council of the City of Springdale met in regular session on Tuesday, November 12, 2019, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Amelia Williams	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Colby Fulfer	Ward 1
Mike Lawson	Ward 4
Rick Evans	Ward 2
Brian Powell	Ward 1
Kathy Jaycox	Ward 4 (Absent)
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Mike Irwin	Fire Chief
Mike Peters	Police Chief
Wyman Morgan	Director of Financial Services
Patsy Christie	Planning & Comm. Dev. Director
Mike Chamlee	Buildings Director
Brad Baldwin	Eng. & Public Works Director
Ashley Earhart	Public Relations Director
Chad Wolf	Parks & Recreation Director
Marcia Ransom	Library Director

AGENDA ITEM ADDED

At the request of Mayor Sprouse, Council Member Fulfer made the motion to add a Resolution to tonight's agenda as item 13A. Council Member Powell made the second.

The vote:

Yes: Williams, Watson, Overton, Fulfer, Lawson, Evans, Powell

No: None

SHILOH MUSEUM AWARDS

Shiloh Museum Director Allyn Lord recognized Kimberly Hosey for receiving the Emerging Museum Professional Award and Curtis Morris on behalf of Shiloh Museum receiving the Excellence in Exhibition Bronze Award for the exhibit hall renovation. Both of these were given at the Southeastern Museum Conference. Another award received was from the American Alliance of Museums for the Innovation in Museum Education Award.

APPROVAL OF MINUTES

Council Member Evans moved the minutes of the October 22, 2019 City Council meeting be approved as presented. Council Member Powell made the second.

There was a voice vote of all ayes and no nays.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Evans made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Powell made the second.

The vote:

Yes: Watson, Overton, Fulfer, Lawson, Evans, Powell, Williams

No: None

PUBLIC HEARING - ORDINANCE NO. 5429 – REPEALING ORDINANCE NO. 4950; ESTABLISHING SEWER RATES TO BE CHARGED BY THE CITY OF SPRINGDALE; AND FOR OTHER PURPOSES

A public hearing was held on an Ordinance establishing new sewer rates to be charged by the City of Springdale and for other purposes.

There were no comments made at the Public Hearing.

City Attorney Ernest Cate presented an Ordinance repealing Ordinance No. 4950 and establishing new sewer rates to be charged by the City of Springdale and for other purposes.

The following schedule of rates are hereby established for sanitary sewer service furnished by the City of Springdale Water and Sewer Commission. The charges for all sewer collection and treatment shall be determined each month in accordance with Schedule (A) below. In addition, Industrial Users are subject to monthly surcharges for excessive Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) as established in Schedule (B) below.

SCHEDULE A:

The following charges shall be based on water metered, or approved direct sewer meters, for each Domestic and Industrial User, except as otherwise specifically provided below in Section 5 paragraph (b). The following monthly rates are hereby fixed as rates to be charged for sewer service and shall become effective for sewer services billed on or after January 1, 2020.

Inside City:	1/01/20	10/01/20	10/01/21	10/01/22	10/01/23
Minimum 1,500 Gallons	\$10.00	\$10.30	\$10.60	\$10.90	\$11.20
Next 23,500 Gallons	\$ 3.37	\$ 3.57	\$ 3.77	\$ 3.97	\$ 4.17
Next 225,000 Gallons	\$ 3.33	\$ 3.53	\$ 3.73	\$ 3.93	\$ 4.13
Next 350,000 Gallons	\$ 3.24	\$ 3.44	\$ 3.64	\$ 3.84	\$ 4.04
Next 400,000 Gallons	\$ 3.11	\$ 3.31	\$ 3.51	\$ 3.71	\$ 3.91
All Over 1,000,000 Gallons	\$ 2.96	\$ 3.16	\$ 3.36	\$ 3.56	\$ 3.76

Outside City:	1/01/20	10/01/20	10/01/21	10/01/22	10/01/23
Minimum 1,500 Gallons	\$11.25	\$11.55	\$11.85	\$12.15	\$12.45
Next 23,500 Gallons	\$ 3.68	\$ 3.88	\$ 4.08	\$ 4.28	\$ 4.48
Next 225,000 Gallons	\$ 3.60	\$ 3.80	\$ 4.00	\$ 4.20	\$ 4.40
Next 350,000 Gallons	\$ 3.47	\$ 3.67	\$ 3.87	\$ 4.07	\$ 4.27
Next 400,000 Gallons	\$ 3.44	\$ 3.64	\$ 3.84	\$ 4.04	\$ 4.24
All Over 1,000,000 Gallons	\$ 3.06	\$ 3.26	\$ 3.46	\$ 3.66	\$ 3.86

SCHEDULE B:

All Industrial Users are subject to an additional monthly sewer service charge (surcharge) to defray the long or short term costs associated with the treatment of high strength wastewater.

Monthly average discharges of Biochemical Oxygen Demand (BOD) of 289 mg/L and Total Suspended Solids (TSS) of 300 mg/L shall not be exceeded without incurring a surcharge.

(a) A surcharge shall be added to the monthly sewer bill of any Industrial User whose wastewater discharge exceeds the allowable base established herein. Such surcharge shall be calculated using the following formula:

FORMULA FOR CALCULATING SURCHARGES:
$$S = V_{ww} \times 8.34 [Y (TSS - 300) + Z (BOD - 289)]$$

Where:

S = Surcharge in Dollars (monthly)

V_{ww} = Volume wastewater in million gallons (monthly)

8.34 = Pounds per gallon of water

Y = Unit charge of TSS in dollars per pound

TSS weight = Total Suspended Solids strength index in milligrams per liter by weight
(300 mg/L or more)

300 = Maximum TSS strength in milligrams per liter by weight

Z = Unit charge for BOD in dollars per pound

BOD per = Five day Biochemical Oxygen Demand strength index in milligrams per liter by weight (289 mg/L or more)

289 = Maximum BOD strength in milligrams per liter

Current charges for Y = \$0.547
Current charges for Z = \$0.330

- (a) The Springdale Water and Sewer Commission is authorized to suspend part or all of the surcharge based upon preapproved authorization to make scheduled repairs or installation of equipment.
- (b) The current unit charge for Total Suspended Solids (Y) and the current unit charge for Biochemical Oxygen Demand (Z), as listed above, shall remain effective for sewer service billed. The Springdale Water and Sewer Commission shall review annually on a fiscal year basis the actual cost of treating high strength waste and shall increase or decrease the unit charge for Y and Z of the Formula for Calculating Surcharges in accordance with the finding of such review.

After reading the title of the Ordinance, Council Member Overton moved the Ordinance “Do Pass”. Council Member Evans made the second.

The vote:

Yes: Overton, Fulfer, Lawson, Evans, Powell, Williams, Watson

No: None

The Ordinance was numbered 5429.

ORDINANCE NO. 5430 – REPEALING ORDINANCE NO. 4951; ESTABLISHING WATER RATES TO BE CHARGED BY THE CITY OF SPRINGDALE; AND FOR OTHER PURPOSES

A public hearing was held on an Ordinance establishing new water rates to be charged by the City of Springdale and for other purposes.

There were no comments made at the Public Hearing.

City Attorney Ernest Cate presented an Ordinance repealing Ordinance No. 4951 and establishing new water rates to be charged by the City of Springdale and for other purposes.

The following schedule of rates is hereby established for water furnished by the Springdale Water and Sewer Commission. Except for public fire services, all water used shall be measured through meters. The size of each meter shall be determined by the Springdale Water and Sewer Commission commensurate with its estimate of the amount of water to be used for each premise. This schedule shall become effective for water billed on or after January 1, 2020.

(a) FOR EACH THOUSAND GALLONS OR PORTION THEREOF FURNISHED TO USERS, EXCLUSIVE OF SEASONAL WATER METERED SEPARATELY, THE FOLLOWING RATES SHALL APPLY TO THE AMOUNT OF WATER USED:

Inside City:		1/01/20	10/01/20	10/01/21	10/01/22	10/01/23
Minimum	1,500 Gallons	\$10.00	\$10.30	\$10.60	\$10.90	\$11.20
Next	23,500 Gallons	\$ 3.27	\$ 3.47	\$ 3.67	\$ 3.87	\$ 4.07
Next	225,000 Gallons	\$ 3.22	\$ 3.42	\$ 3.62	\$ 3.82	\$ 4.02
Next	350,000 Gallons	\$ 3.12	\$ 3.32	\$ 3.52	\$ 3.72	\$ 3.92
Next	400,000 Gallons	\$ 2.97	\$ 3.17	\$ 3.37	\$ 3.57	\$ 3.77
All Over	1,000,000 Gallons	\$ 2.80	\$ 3.00	\$ 3.20	\$ 3.40	\$ 3.60

Outside City:		1/01/20	10/01/20	10/01/21	10/01/22	10/01/23
Minimum	1,500 Gallons	\$11.75	\$12.05	\$12.35	\$12.65	\$12.95
Next	23,500 Gallons	\$ 3.62	\$ 3.82	\$ 4.02	\$ 4.22	\$ 4.42
Next	225,000 Gallons	\$ 3.52	\$ 3.72	\$ 3.92	\$ 4.12	\$ 4.32
Next	350,000 Gallons	\$ 3.37	\$ 3.57	\$ 3.77	\$ 3.97	\$ 4.17
Next	400,000 Gallons	\$ 3.22	\$ 3.42	\$ 3.62	\$ 3.82	\$ 4.02
All Over	1,000,000 Gallons	\$ 2.92	\$ 3.12	\$ 3.32	\$ 3.52	\$ 3.72

b) FOR EACH THOUSAND GALLONS OF WATER OR PORTION THEREOF FURNISHED TO USERS WHO ARE OUTSIDE THE CITY LIMITS OF THE CITY OF SPRINGDALE, ARKANSAS, AND WITHIN THE SERVICE AREA PREVIOUSLY SERVICED BY THE WHITE RIVER RURAL WATER ASSOCIATION:

	1/01/20	10/01/20	10/01/21	10/01/22	10/01/23
Minimum (first 1,000 Gallons)	\$19.00	\$19.20	\$19.40	\$19.60	\$19.80
Next 4,000 Gallons	\$ 4.37	\$ 4.57	\$ 4.77	\$ 4.97	\$ 5.17
Next 5,000 Gallons	\$ 4.12	\$ 4.32	\$ 4.52	\$ 4.72	\$ 4.92
Next 10,000 Gallons	\$ 3.87	\$ 4.07	\$ 4.27	\$ 4.47	\$ 4.67
All Over 20,000 Gallons	\$ 3.62	\$ 3.82	\$ 4.02	\$ 4.22	\$ 4.42

(c) FOR EACH SEASONAL METER, A MINIMUM CHARGE SHALL BE BILLED FOR MONTHLY SERVICE BASED UPON THE CUSTOMER'S METER SIZE:

Meter Size	Inside City	Outside City
5/8" x 3/4"	\$ 2.50	\$ 3.50
1"	\$ 3.00	\$ 4.50
1-1/2"	\$ 4.50	\$ 7.00
2"	\$ 7.00	\$12.00
3"	\$10.50	\$19.00
4"	\$18.00	\$35.00
6"	\$37.00	\$74.00

(d) IN ADDITION TO THE MINIMUM MONTHLY CHARGE FOR SEASONAL WATER SERVICE, THE FOLLOWING RATES SHALL BE CHARGED FOR EACH THOUSAND GALLONS OF WATER OR PORTION THEREOF MEASURED THROUGH A SEASONAL METER:

SPRINGDALE CITY COUNCIL
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	<u>1/01/20</u>	<u>10/01/20</u>	<u>10/01/21</u>	<u>10/01/22</u>	<u>10/01/23</u>
Inside City	\$ 3.24	\$ 3.44	\$ 3.64	\$ 3.84	\$ 4.04
Outside City	\$ 3.54	\$ 3.74	\$ 3.94	\$ 4.14	\$ 4.34

After reading the title of the Ordinance, Council Member Evans moved the Ordinance “Do Pass”. Council Member Powell made the second.

The vote:

Yes: Fulfer, Lawson, Evans, Powell, Williams, Watson, Overton

No: None

The Ordinance was numbered 5430.

ORDINANCE NO. 5431 – ACCEPTING A NEW ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, TO BE KNOWN AS SUMMER VIEW SUBDIVISION, A SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting a new addition to the City of Springdale, Arkansas, to be known as Summer View Subdivision, a subdivision to the City of Springdale, Arkansas and declaring an emergency.

This addition includes a portion of Julio Road right-of-way on the north side and a portion of Butterfield Coach right-of-way on the east side, containing 11.5 acres, more or less.

After reading the title of the Ordinance, Council Member Evans moved the Ordinance “Do Pass”. Council Member Powell made the second.

The vote:

Yes: Lawson, Evans, Powell, Williams, Watson, Overton, Fulfer

No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Powell made the second.

The vote:

Yes: Evans, Powell, Williams, Watson, Overton, Fulfer, Lawson

No: None

The Ordinance was numbered 5431.

RESOLUTION NO. 112-19 – AUTHORIZING THE EXECUTION OF A CONTRACT WITH MILLER BOSKUS LACK ARCHITECTS, P.A., FOR ARCHITECT SERVICES FOR FIRE STATION NO. 9 LOCATED AT 7561 W. DOWNUM ROAD, PROJECT 18BPF3

Council Member Amelia Williams presented a Resolution authorizing the execution of a contract with Miller Boskus Lack Architects, P.A., for architect services for Fire Station No. 9 located at 7561 W. Downum Road, Project 18BPF3.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
CONTRACT FOR ARCHITECT SERVICES PROJECT NO.
18BPF3**

WHEREAS, the City of Springdale is planning to construct Fire Station #9 located at 7561 W. Downum Road, and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Miller Boskus Lack Architects, P.A. as the most qualified firm;

WHEREAS, the contract proposes a fee of 5% of the cost of construction work, and

WHEREAS, project construction has been estimated to be under \$3,000,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. Expenditures for this project will be paid from the 2018 Bond Fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Miller Boskus Lack Architects, P.A. for the construction design of Fire Station #9.

PASSED AND APPROVED this ____ day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Evans moved the Resolution be adopted. Council Member Fulfer made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Fulfer, Lawson, Evans

No: None

The Resolution was numbered 112-19.

RESOLUTION NO. 113-19 – AUTHORIZING THE EXECUTION OF A
CONSTRUCTION MANAGER CONTRACT WITH MILESTONE CONSTRUCTION
COMPANY LLC FOR SPRINGDALE FIRE STATION NO. 9, PROJECT NO. 18BPF3

Council Member Amelia Williams presented a Resolution authorizing the execution of a construction manager contract with Milestone Construction Company LLC for Fire Station No. 9 located at 7561 W. Downum Road, Project 18BPF3.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
CONSTRUCTION MANAGER CONTRACT FOR SPRINGDALE
FIRE STATION #9, PROJECT NO. 18BPF3**

WHEREAS, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

WHEREAS, fire station #9 will be located at 7561 W. Downum Road and the Mayor has recommended Milestone Construction Company, LLC to serve as construction manager for this fire station, and

WHEREAS, Milestone Construction Company, LLC has agreed to furnish these services for a fee of \$5,000 for preconstruction services and 5% of the cost of construction for the construction phase.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a contract for construction manager services with Milestone Construction Company, LLC for services to be provided relating to the design and construction of fire station #9.

PASSED AND APPROVED this ____ day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Evans moved the Resolution be adopted. Council Member Fulfer made the second.

The vote:

Yes: Williams, Watson, Overton, Fulfer, Lawson, Evans, Powell

No: None

The Resolution was numbered 113-19.

RESOLUTION NO. 114-19 – AUTHORIZING THE PURCHASE OF THE PROPERTY
AT 903 JOYE STREET WHICH IS CURRENTLY FOR SALE TO EXPAND FIRE
STATION NO. 4

Council Member Amelia Williams presented a Resolution authorizing the purchase of the property at 903 Joye Street which is currently for sale to expand Fire Station No. 4.

RESOLUTION NO. ____

**RESOLUTION AUTHORIZING THE PURCHASE OF THE
PROPERTY AT 903 JOYE STREET**

WHEREAS, the City of Springdale would like to make improvements to and expand Fire Station No. 4 and

WHEREAS, the property at 903 Joye Street is adjacent to the fire station; and

WHEREAS, this property would be required for the expansion of the fire station, and

WHEREAS, this property is currently for sale and has been appraised for \$105,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to purchase the property at 903 Joye Street with funds from the Capital Improvement Project Fund for the expansion of Fire Station No. 4.

PASSED AND APPROVED this ____ day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Overton moved the Resolution be adopted. Council Member Powell made the second.

The vote:

Yes: Watson, Overton, Fulfer, Lawson, Evans, Powell, Williams

No: None

The Resolution was numbered 114-19.

ORDINANCE NO. 5432 – WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF EXTRICATION EQUIPMENT FOR THE FIRE DEPARTMENT

Council Member Amelia Williams presented an Ordinance to waive competitive bidding for the purchase of extrication equipment for the Fire Department who plans to purchase with Act 833 funds in January of 2020. This equipment is only available from one sole source provider and it is not feasible or practical to use competitive bidding on the purchase of the extrication equipment from Precision Rescue in the amount not to exceed \$28,935 plus freight and sales tax.

After reading the title of the Ordinance, Council Member Evans moved the Ordinance “Do Pass”. Council Member Powell made the second.

The vote:

Yes: Overton, Fulfer, Lawson, Evans, Powell, Williams, Watson

No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Powell made the second.

The vote:

Yes: Fulfer, Lawson, Evans, Powell, Williams, Watson, Overton

No: None

The Ordinance was numbered 5432.

PROPOSED RESOLUTION AUTHORIZING THE RENOVATION OF FOUR BATHROOMS IN THE SPRINGDALE PUBLIC LIBRARY

Council Member Watson made the motion to table this Resolution to the committee meeting on Monday, November 18, 2019 for further discussion. This will allow time to get more accurate information on the project. Council Member Overton made the second.

The vote:

Yes: Lawson, Evans, Powell, Williams, Watson, Overton, Fulfer

No: None

RESOLUTION NO. 115-19 – AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES CONTRACT AMENDMENT WITH MCCLELLAND ENGINEERING FOR DESIGN OF AN EXTENSION OF THE SPRING CREEK TRAIL

Council Member Rick Evans presented a Resolution authorizing the execution of an engineering services contract amendment with McClelland Consulting Engineers for design of an extension of the Spring Creek Trail.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES CONTRACT AMENDMENT FOR DESIGN OF AN EXTENSION OF THE SPRING CREEK TRAIL

WHEREAS, the City of Springdale is planning an extension of the Spring Creek Trail, and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected McClelland Consulting Engineers as the most qualified firm;

WHEREAS, the City of Springdale wishes to assist in the extension of the trail project across the Arkansas Game & Fish Commission Nature Center property;

WHEREAS, the Northwest Arkansas Regional Planning Commission has provided a \$500,000 TAP Grant and the Walton Family Foundation has provided a \$760,000 Trail Grant to the City of Springdale to fund this project;

WHEREAS, the McClelland Consulting Engineers have agreed to add the AGFC portion of the trail to the design scope of the original Spring Creek Trail design agreement for an additional fee not exceed \$115,000 for Geotechnical Investigations, Right-of-Way Surveys, Property Records Search, and Easement Document Preparation. Construction Services are not included in this contract. Total project fee shall not exceed \$166,375.

WHEREAS, final design/bid documents are due by March 31, 2020.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. Expenditures for this contract will be paid from the 2019/2020 Street Fund budget.

Section 2. The Mayor and City Clerk are hereby authorized to execute an engineering services contract with McClelland Consulting Engineers for design of an extension of Spring Creek Trail.

Section 3. The Mayor is hereby authorized, for this project, to institute eminent domain proceedings in any instance that an agreement has not been reached with the property owner regarding the amount of just compensation to be paid for the acquisition of property and easements. All settlements proposed by the Mayor that exceed the appraised value will be presented to the City Council for approval.

Section 4. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the amended contract price.

PASSED AND APPROVED this ____ day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Council Member Powell moved the Resolution be adopted. Council Member Evans made the second.

The vote:

Yes: Evans, Powell, Williams, Watson, Overton, Fulfer, Lawson

No: None

The Resolution was numbered 115-19.

RESOLUTION NO. 116-19 – AUTHORIZING THE EXECUTION OF A CONSTRUCTION OBSERVATION SERVICES CONTRACT WITH MCCLELLAD CONSULTING ENGINEERS FOR THE MAPLE AVENUE EXTENSION PROJECT (18BPS2)

Council Member Rick Evans presented a Resolution authorizing the execution of a construction observation services contract with McClelland Consulting Engineers for the Maple Avenue Extension Project (18BPS2).

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION OBSERVATION SERVICES CONTRACT FOR THE MAPLE STREET EXTENSION PROJECT (18BPS2)

WHEREAS, the City of Springdale is planning an extension of Maple Avenue, and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected McClelland Consulting Engineers as the most qualified firm;

WHEREAS, the McClelland Consulting Engineers has proposed a construction observation services agreement for an amount not to exceed not exceed \$56,496.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. Expenditures for this contract will be paid from the 2018 Street Bond Fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute a construction services contract with McClelland Consulting Engineers for the Maple Street Extension project.

Section 3. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the amended contract price.

PASSED AND APPROVED this ____ day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Council Member Powell moved the Resolution be adopted. Council Member Fulfer made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Fulfer, Lawson, Evans

No: None

The Resolution was numbered 116-19.

RESOLUTION NO. 117-19 – EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL FUNDING FOR THE DEAN'S TRAIL PHASE 3 CITY PROJECT

Council Member Rick Evans presented a Resolution expressing the willingness of the City of Springdale to utilize federal funding for the Dean's Trail Phase 3 City Project.

RESOLUTION NO. ____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL FUNDING FOR THE FOLLOWING CITY PROJECT:

Dean's Trail Ph.3

WHEREAS, the Arkansas Department of Transportation has recently approved Fixing America's Surface Transportation Act (FAST) funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	City %
Construction of City Project	Project Design	0	100
	Right-of-Way	0	100
	Utilities	0	100
	Construction	80	20
	Construction	0	100
	Engineering		

WHEREAS, the currently approved funds are to be used for project construction, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, THAT:

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor and City Clerk are hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the design and environmental review of this City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

PASSED AND APPROVED this ____ day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Powell moved the Resolution be adopted. Council Member Evans made the second.

The vote:

Yes: Williams, Watson, Overton, Fulfer, Lawson, Evans, Powell

No: None

The Resolution was numbered 117-19.

ORDINANCE NO. 5433 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED AT 2507 TONI, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, PARCEL #815-23735-000

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located at 2507 Toni, Springdale, Washington County, Arkansas, Parcel #815-23735-000.

After reading the title of the Ordinance, Council Member Evans moved the Ordinance “Do Pass”. Council Member Lawson made the second.

The vote:

Yes: Watson, Overton, Fulfer, Lawson, Evans, Powell, Williams

No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Lawson made the second.

The vote:

Yes: Overton, Fulfer, Lawson, Evans, Powell, Williams, Watson

No: None

The Ordinance was numbered 5433.

RESOLUTION NO. 118-19 – AUTHORIZING PAYMENT OF AN INVOICE TO MOTOROLA SOLUTIONS

Mayor Sprouse presented a Resolution authorizing payment of an invoice to Motorola Solutions in the amount of \$2,360,644.84.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING PAYMENT OF AN
INVOICE**

WHEREAS, Springdale municipal code sec. 2-158 requires approval of the governing body before paying any bill that exceeds \$1,000,000, and

WHEREAS, the City of Springdale has contracted with Motorola Solutions to install a new radio system for the Police and Fire departments, and

WHEREAS, The City has received an invoice for \$2,360,644.84 per the contract.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to pay Motorola Solutions \$2,360,644.84 for invoice dated October 16, 2019.

PASSED AND APPROVED this ____ day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Evans moved the Resolution be adopted. Council Member Lawson made the second.

The vote:

Yes: Fulfer, Lawson, Evans, Powell, Williams, Watson, Overton

No: None

The Resolution was numbered 118-19.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Lawson made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:34 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

Ms. Christie said those issues have to be addressed before they can move forward with the plat. Right now, all that is before the Commission is the rezoning. She said that the City is aware of the drainage issues.

Mr. Nathan Greenman spoke. He said he is not against the rezoning but did want to re-state what Mr. Elmore said about the flooding.

Ms. Haney called for the vote.

VOTE:

YES: Parsley, Tyler, Compton, Covert, Haney, Mueller

NO: None

The rezoning was approved by a unanimous vote.

Ms. Christie stated for the record that Staff would prepare the Ordinance that would go to Council on Tuesday, November 26, 2019 at 6:00 p.m. in Council Chambers.

D. R19-37 Black Bear Holdings, LLC
811 S. Turner
From O-1 to C-2
Presented by Cary Parker

The following will be a verbatim account of the rezoning request.

Mr. Parsley: Next item, R19-37, Black Bear Holdings, LLC, 811 S. Turner, from O-1 to C-2 presented by Cary Parker.

Mr. Parker: Good evening. My name is Cary Parker; my address is 19974 Sherry Road in Springdale. I appreciate the opportunity to present this rezoning request on behalf of Black Bear Holdings. We are requesting that the property at 811 South Turner be rezoned from an O-1 to C-2. As many of you know this section of Turner and Holcomb contain a mixture of commercial properties. While some of the properties are O-1 and C-1 there are three properties that the Commission has approved C-2 zoning. That includes 906 Holcomb, 736 Holcomb Street which is directly across the street from our property and 203 Turner Street. So to add a little context on the property, this building has been neglected for at least ten years. It has been vandalized by graffiti and the previous owner actually sprayed on the grass to keep the lawn care expense down. We bought it this summer and underwent major renovation with a new paved driveway, a new front window, a new roof, all new electrical and interior paint, energy efficient heating and air. By making all those capital improvements we are hoping to make it more attractive for a business to move in there and we are fortunate enough to find a tenant that wants to put his high end automotive specialty care business that I would call it. Even though we feel it is an automotive service type business that he has a low impact and it would be a perfect fit for this property and we are not able to request a conditional use for automotive services in an O-1 or C-1 that is the reason for the rezoning to a C-2. We know that some of the older buildings in that section are non-conforming commercial properties with current Ordinances. We hope that you will

approve this rezone request based on the existence of other C-2 zonings and I consider the work that we have done as a sign of good will. I will answer any questions.

Mr. Parsley: Thank you. Staff comments.

Ms. Christie: The adopted Comprehensive Land Use Plan indicates Commercial uses. The current zoning of this property provides an adequate buffer to the residential areas that surrounds and is keeping with the Comprehensive Land Use Plan.

The rezoning request is not in keeping with the Comprehensive Land Use Plan and is not recommended for approval.

I think that we got a letter indicating that the people you want to rent to and the specific business that they want to put in there to operate there which that may be a very good business but as we have always talked about we are not rezoning for this one piece of property, I mean for this to become a C-2 would allow anything that is allowed to go into a C-2 would be allowed to go into this location.

Mr. Parsley: Any questions or comments from the audience? It's to the Commission.

Mr. Covert: Just one quick question. Is the property to the north straight up the street on the right hand side, is that already commercial? Is that what that is?

Ms. Christie: I believe it is, Austin, can you get to the rezoning map so that we can see that. I believe that it is shows it could be a C-2. The only C-2 property is right at the corner of Caudle and Turner. The other C-2 property that you referred to is on the other side of the railroad tracks. The property at the corner is O-1, C-1 and then C-2 at that intersection. On the other side of the street it is O-1.

Ms. Haney: I think that is the biggest issue is that while his business may be fine it's the other things that could come in next month, next year; whatever then we have a problem. Call for the vote.

Mr. Parsley: Call for the vote by Ms. Haney.

Ms. Pounders: Tyler – no, Compton – no, Covert – yes, Haney – no, Mueller – no, Parsley- yes.

Mr. Parsley: This does not pass four to two.

Ms. Christy: You have the right to appeal this decision. Your appeal will have to filed in the City Clerk's office within fifteen days. You need to indicate why you think the Commission erred in its decision and re-notify the adjacent property owners.

Mr. Parker: Thank you for your time.

Mr. Parsley: Thank you.

Black Bear Holdings, LLC
P.O. Box 432
Springdale, AR 72765



November 8, 2019

Springdale City Council
201 Spring St
Springdale, AR 72764

Dear Council:

I am writing to inform you of my intention to appeal the decision of the Springdale Planning Commission on November 5th in regards to my rezoning request of 811 S Turner Street from O-1 to C-2. I believe the decision of the Planning Commission to be in error for the following reasons:

- 1) I don't believe an updated Comprehensive Land Use Plan/Map showing the current C-2 zonings in this area was used to make a recommendation to the Planning Commission. The section of Turner and Holcomb designated as Neighborhood Commercial (See Exhibit "A") does not show the following C-2/Commercial zonings:
 - a. 300 W Sunset Ave
 - b. 1010 Holcomb St
 - c. 1000 Holcomb St
 - d. 906 Holcomb St
 - e. 736 Holcomb St (adjacent to the west)
 - f. 203 Turner St
- 2) The sole reason listed for not recommending Planning Commission approval was because the "request is not in keeping with the Comprehensive Land Use Plan." However, according to the Comprehensive Land Use Plan 2010 Update on the City's website, "The Comprehensive Land Use Plan is not a zoning ordinance, subdivision regulation, official map, budget or capital improvement program. It is a **guide** to the preparation and the carrying out of the components of the planning process." Other past rezoning requests have been evaluated on whether they meet the goals and policies Land Use Plan. Of those, I believe the rezoning meets the following:
 - a. Improve the City's economic base and tax structure through the promotion of healthy, stable commercial concentrations.
 - b. Promote the viability of older commercial properties as well as new commercial developments.
 - c. Encourage the development of small-scale neighborhood retail and service uses at intersections and at the edge of logical neighborhood areas or within neighborhoods where suitable sites exist and conditions are appropriate to balance compatibility with convenience.

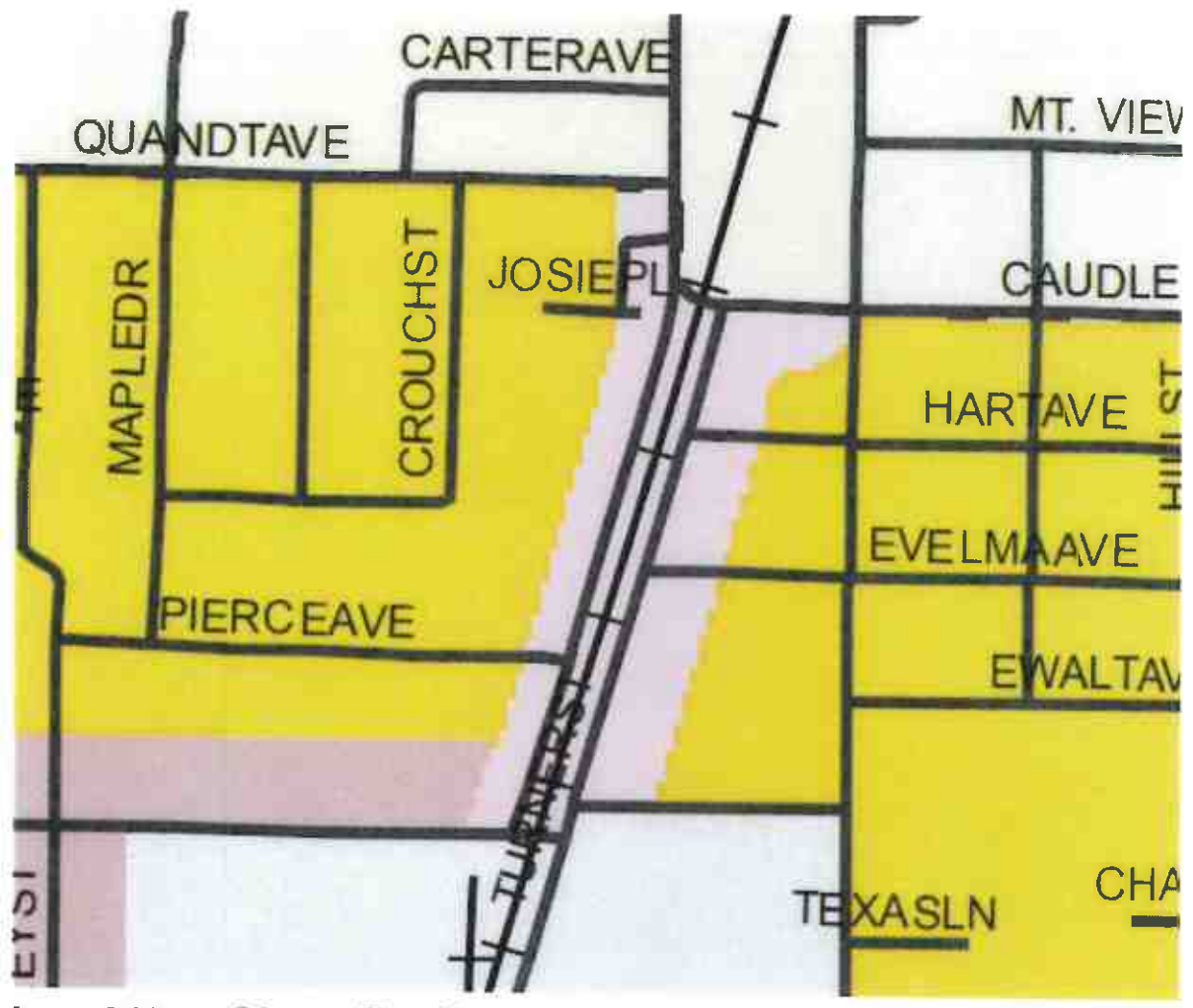
I hope you will agree with me that the rezoning is in keeping with the goals and policies of Springdale Comprehensive Land Use Plan.

Thank you,

Payton Parker | Principal
Black Bear Holdings, LLC
(479) 601-6898

payton@blackbearholdings.com

Exhibit A



Land Use Classifications

- Downtown District
- Public
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Commercial
- Regional Commercial
- Light Industrial/Warehouse
- Heavy Industrial

AFFIDAVIT

STATE OF ARKANSAS)
)ss.
COUNTY OF WASHINGTON)

The undersigned, after first being duly sworn, does state under oath as follows:

1. I am appealing a decision of the Springdale Planning Commission on a rezoning request.
2. I have notified all adjacent property owners of my appeal to the Springdale City Council.

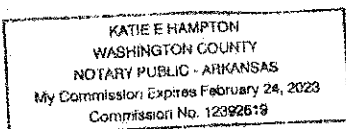
I, Payton Parker, upon my oath state that I have read the foregoing Affidavit, and the facts set forth therein are true and correct, to the best of my knowledge and belief.

Payton Parker

SUBSCRIBED AND SWORN to before me, a Notary Public, this 12th day of November, 2019.

My Commission Expires:
February 24, 2023

Katie E. Hampton
Notary Public



Debbie Pounders

A19-37

From: Payton Parker <payton@blackbearholdings.com>
Sent: Monday, November 04, 2019 7:02 PM
To: Patsy Christie; Debbie Pounders; Aaron Hudman
Cc: Cary Parker
Subject: Fwd: Letter of intent for property lease at 811 Turner

Can you please provide this to commissioners to be included into the record for my rezoning request?

Thanks, Payton

Sent from my iPhone

Begin forwarded message:

From: Ben Van Woudenberg <chefben68@sbcglobal.net>
Date: November 4, 2019 at 6:11:53 PM CST
To: payton@blackbearholdings.com
Subject: Letter of intent for property lease at 811 Turner

To whom it may concern,

My name is Ben VanWoudenberg and I am the owner/operator of Shine Tek LLC. I have been in business for over 8 years providing detailing, auto appearance and protection for vehicles. I have recently streamlined my business to just auto appearance, protection and ceramic coatings. I am fully certified and licensed to provider those services. To maintain certifications the ceramic supplier requires the installer uphold the highest standards. Which include;
Clean and neat overall aesthetic of the building and property.
A constant focus on marketing and branding.
Uphold warranty and product expectations for the client.

My type of business is generally very clean and unobtrusive. Machines and equipment would not be over 75 decibels inside the building. Polishing dust will be produced but is very minor.
Day to day operations consist of;
Light washing of vehicles
Light cleaning of vehicles
Paint polishing of vehicles
Ceramic application onto vehicles.
Clients dropping off and picking up their vehicles.
There would be no more then 2-3 vehicles on the property at one time.

The property at 811 Turner in Springdale would be ideal. The location is central and convenient, which would prove to be a great benefit to my clients. The improvements that have been made to the property will greatly enhance my business. The location also reflects my last location in Rogers, at Shine Tek Auto Spa. I would really appreciate the opportunity to move my business to this wonderful location.

Regards,

Ben Van Woudenberg
12 Roessler Lane
Bella Vista
AR 72715
479-903-2400

Sent from my iPhone

Acceptable General compatibility with adjacent properties and other property in the general district.

Mr. Parsley asked if there were those in the audience with questions or comments.

There were none.

Ms. Haney called for the vote.

VOTE:

YES: Compton, Covert, Haney, Mueller, Parsley, Tyler

NO: None

The conditional use was approved by a unanimous vote.

Ms. Christie stated for the record that Staff would prepare the Resolution that would go to Council on Tuesday, November 26, 2019 at 6:00 p.m. in Council Chambers.

B. C19-22 Beatris Fraire & Manolo Juarez
Residential Manufactured Home in A-1
Presented by Beatris Fraire

The following will be a verbatim account.

Mr. Parsley: Next item, C19-22, Beatris Fraire & Manolo Juarez, Residential Manufactured Home in A-1, presented by Beatris Fraire. Forgive me if I mispronounced your name.

Ms. Fraire: Hi, my name is Beatris Fraire and I would like to place a mobile home on that land.

Mr. Parsley: O.K. Staff comments.

Ms. Christie:

Unknown Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe. **Access easement to property along Knight Lane is needed** we would have to have an access easement to that lane because I don't think that that is a public street.

Gina Knight: I am the owner, Gina Knight. She is trying to purchase the property from use to put a mobile home on it and we had easements back whenever we bought the property in '86 and then we were given easements by the Dedmans.

Ms. Christie: Do you have the filed easement document through the county? That is what we have to have. We have to have the filed copy.

Ms. Knight: These would be filed through the county. Each time that we have bought property even across from that property there and we had an easement at that time.

Ms. Christie: What we will need is for you to submit those documents that show and the City Attorney will have to determine if that is an adequate easement. That is the only issue that we have because we don't have the **documentation** to show that you have access, but we can work that part out.

Acceptable Off-street parking and loading areas where required, with particular attention to the items mentioned above and the economic, noise, glare, or odor effects of the conditional use on adjoining properties and properties generally in the district.

Acceptable Refuse and service areas, with particular reference to the item in 1 and 2 above.

Acceptable Utilities, with reference to locations, availability and compatibility. You did get a septic tank perk test done. We have the information from the County Health Department to show how the septic systems can be put on it. Is there water to this site and do you have a proposal to get water to it.

Ms. Knight: Yes, ma'am, there is an easement along the north end of city water from Springdale and natural gas.

Ms. Christie: And the water lines are already down. O.K. as long as we have that we are good.

N/A Screening and buffering with reference to type, dimension and character.

N/A Sign, if any, and proposed exterior lighting with reference to glare, traffic, safety, economic effect, and compatibility and harmony with properties in the district.

Acceptable Yard requirements and other open space requirements.

Acceptable The size and shape of the site, including the size, shape and arrangement of proposed structures in keeping with the intent of this chapter. It is kind of an unusual went through and did acquisitions.

N/A Proposed landscaping meeting the requirements of this ordinance. Landscaping may be increased in accordance with the judgment of the planning commission to accomplish the desired protective and aesthetic effect.

Acceptable General compatibility with adjacent properties and other property in the general district; **upon submission of access easement to Knight Lane**

Mr. Parsley: O.K. any questions or comments from the audience.

Ms. Knight: I don't understand because we have access to that land.

Ms. Christie: O.K. all we have to have is the documentation to show that. As long as you bring that in and the City Attorney is good with it we are ready to go. I just haven't seen it; the form of an access easement. As soon as we figure that out and get it worked out then that issue is taken care of. Access has to be provided somehow and you may have the documentation that shows that. Bring it to the office and we will show it to the City Attorney for them to look.

Ms. Knight: We have been working on this from the very beginning and we have went through each item each time and you have added another item each time we have come before you.

Ms. Christie: I'm not going to sit here and argue with you about it. We just have to have the documentation for the easement. If it's approved by the Planning Commission we will work out the documentation for the easement and it will still have to go to Council on the 26th. We have plenty of time to make sure that we have all the documents that we need. The warranty deed say subject to an easement doesn't tell us where the easement is.

Mr. Parsley: But we are still voting on this tonight.

Ms. Christie: Right. You are still voting on whether or not they are allowed to have the conditional use for the mobile home and if that is the case and if it is approved we will work out the access easement for you.

Mr. Parsley: Have you come by the Planning Department office and brought all your paperwork so that they could potentially demonstrate to you

Ms. Christie: You have seen what information she has and it says subject to an access easement and we haven't seen the document for the easement. I don't know where it exists, if it's on a survey or something like that. There has got to be something that shows where that access easement is. We don't know yet.

Mr. Parsley: The remaining documentation is needed.

Ms. Christie: They've got the septic system. That was one of the things that you had to get a perk test done. We've got all that, we have the information that shows where the mobile home is going to be placed, how the septic system will go on there. We know that it all fits on there because at first we just had a little block on there and we weren't sure that it was going to fit. Now we know how all of that is going to fit. We know where the water comes into it. The only thing that we need is the documentation that shows that actual access easement. If you approve it first; you have to approve it.

Mr. Parsley: You have clarity as far as how to obtain that documentation.

Ms. Christie: Did you get a survey from the Highway Department when they bought the rest of the property.

Ms. Knight: We had to ask for that.

Ms. Christie: And did you get it?

Ms. Knight: Yes ma'am and that was turned in with the paperwork.

Ms. Christie: It doesn't have an access easement on it either. We just need to sit down with the City Attorney and see what we need to document that that access exists. There are some adjacent property owners that are saying that you don't have access. They don't have a copy of the access easement either. We have to get this or you have to figure out among yourselves. That's assuming that it gets' approved.

Mr. Parsley: Any questions or comments from the audience?

Mr. Wofford(?): Hello, my name is Ken Wofford. I'm representing P-4 Partners for 130179 Knight Lane which is the property to the left on the screen. It is a five acre property. Just want to state that I am completely against the mobile homes being in that area. That property was purchased for the zoning; what it was zoned for the one that P-4 Partners owns. It was purchased for the zoning of that property and I just want to voice that we are against the mobile home being there on that property. It is an adjoining property to that one.

Mr. Parsley: Thank you.

Mr. Holloway: Benny Holloway. 12994 Knight Lane. My property line actually goes over the road there and I'm opposing I'm not for the mobile home begin on there; just for property value purposes.

Mr. Parsley: Thank you; any other questions or comments?

Mr. Knight: My name is Tony Knight and I own the property that is for sale. When the highway came through, the City has approved and has taken south Zion Road across my piece of property. As you can see from Zion Road down to that piece of property the State owns, it is about a forty-five degree angle; there is no access off of Zion Road. We signed off on Knight Lane being jogged to the side. I put that gravel on Knight Lane. I built Knight Lane. It is named after me. Because we own both sides of that piece of property if we're not allowed to use Knight Lane we are land locked and somebody is going to pay for it in that direction. So if we don't have easement, my only option is to consider it landlocked and the State or the City is going to have to buy it from us.

Mr. Parsley: Thank you.

Ms. Christie: The City didn't have anything to do with that purchase. That was all done through the Highway Department. Yes, but the Highway Department did the acquisitions for and have control of the access of the 612 Bypass. Did they purchase some additional land from you in order to put the road in? Was this considered by them to be an uneconomic remnant when it was left over?

Mr. Knight: No the piece across Zion Road to the south

Ms. Christie: That little piece in the center between Zion Road and 612

Mr. Knight: We also own that piece and they considered that unusable.

Ms. Christie: O.K. and did they purchase that from you or do you still own it.

Mr. Knight: No, we own it.

Ms. Christie: O.K. so you have access to that little driveway to get to that little driveway to the east side of it to get to that piece.

Mr. Knight: We signed off on that jog to be put in there, correct.

Ms. Christie: O.K. and those...we need to look at those documents that you have from the Highway Department too to see what they did with that because I haven't seen it.

Mr. Knight: I'm just saying that it cuts us off.

Ms. Christie: They are not to have supposed to leave a land lock piece of property so that may be dealt with and I haven't seen that paperwork. We don't get that stuff from the Highway Department.

Mr. Knight: We have been here six months and we have come every month and there is something else we don't have. We have been to your office and asked if there was anything else that we were going to need. My wife has a folder this thick of things that we have brought in.

Mr. Parsley: Any other questions or comments? It's to the Commission.

Ms. Haney: Call for the vote.

Mr. Parsley: Call for the vote by Ms. Haney.

Mr. Covert: I'm so sorry; I just have one quick question. I didn't mean to interrupt you. So I guess my struggle or my question is, are we able to vote on it not knowing if it has an access point or is that something that you can deal with later?

Ms. Christie: That's something that we can deal with. The Highway Department does not normally leave a land locked piece of property. So there has got to be something there, we just haven't seen what it is yet.

Ms. Haney: So we're calling for the vote with the conditions you put. If they don't get it

Mr. Covert: Then it is null.

Ms. Christie: We have until the end of the month to get that all worked out before it goes to Council because it has to go to Council too. A warranty deed that says subject to access easements doesn't tell you where that is.

Mr. Parsley: So I have a call for the vote by Ms. Haney.

Ms. Pounders: Covert – no; Haney – yes; Mueller – yes; Parsley – no; Tyler – yes; Compton – no.

Mr. Parsley: It is a three-three, this does not pass.

Ms. Christie: You have the right to appeal the Planning Commission's decision to the City Council. Your appeal has to be filed within 15 days with the City Clerk's office and you have to indicate why you think the Planning Commission erred in its decision and you must re-notify the adjacent property owners.

Preliminary Plats, Replats, Final Plats

A. FP19-07 Summerview Subdivision
3300 Butterfield Coach Road
Presented by Bates & Associates

Mr. Christian McGuire with Bates and Associates was present to answer any questions or comments.

Mr. Parsley asked for Staff comments.

Ms. Christie read the Staff comments. She first stated that Staff has declaration of covenants and the by-laws of the POA have been submitted. They were submitted today and the City Attorney's office has them to make sure all the details are in place.

Planning Comments

1. Need to label the common area.
2. Note the total linear feet of street being dedicated per street classification.
3. Need to indicate/show any adjacent plats/parcels with ownership & addresses. If any of the adjacent properties are platted please indicate the subdivision/tract name.
4. Please subdue any previous platted lines that are removed as well as any parent tract information
5. Need to show any above ground features associated with utilities (i.e above ground drainage structures, inlets, manholes, meters, cleanouts).
6. Need to show the location and description of all utility easements, including adjacent easements to this current plat being presented. All filed easement must indicated by a filed book and page with the county.
7. Please adjust your signatures to include Streets and Drainage as shown below. Need Certificates of Acceptance as follows:

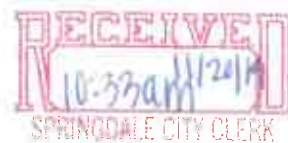
The undersigned hereby certify that this plat meets current regulations of the City of Springdale and regulations of the Arkansas State Board of Health as each pertains to this plat and to the offices of responsibility shown below.

Date

Signature

Beatris and Manolo Juarez

4380 Reed Ave
Lowell, Ar 72745
(479) 502-2031



17th November 2019

Dear City Council,

I would like to introduce myself and family. We are a family of Five, I am self employed. My Husband works for consolidated steel, I have 2 kids in middle school and one heading to college. We have been looking for our own home for years, because we have been renting the majority of our lifetime. We were excited with this land to place our home.

We are wanting to move into a new home 29' x 60'. Yes, it is mobile but larger than the other mobile homes on the street. We went to the city planning commission meeting to receive permission to put our home on the property we had picked out and made sure that we were abiding by planning commission outline including all utilities checked with perk test and septic system being outline. But, out of nowhere the commission asked about easement to the property. A permit has been requested for driveway from S. Zion Road.

Also, in the meeting the pictures we took of the other mobile homes on the same street and the main street were never brought out or discussed. We feel that it was too confusing for the council after easement issue was brought up. The vote was a tie, but they said denied.

Therefore, we would like to ask that we are reheard by the city.

Thank you for your time and interest.

Sincerely,

Beatris Fraire
Manolo Juarez

Beatris and Manolo Juarez

AFFIDAVIT

STATE OF ARKANSAS)
)ss.
COUNTY OF WASHINGTON)

The undersigned, after first being duly sworn, does state under oath as follows:

1. I am appealing a decision of the Springdale Planning Commission on a rezoning request.
2. I have notified all adjacent property owners of my appeal to the Springdale City Council.

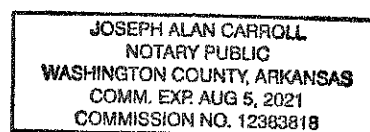
I, Beatris and Manolo Juarez upon my oath state that I have read the foregoing Affidavit, and the facts set forth therein are true and correct, to the best of my knowledge and belief.

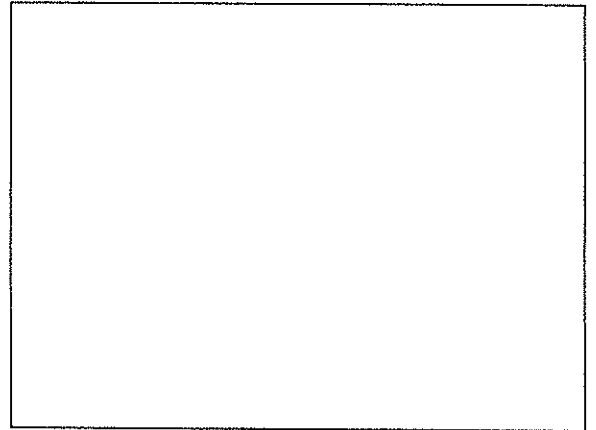
Beatris Fraire And Manolo Juarez

SUBSCRIBED AND SWORN to before me, a Notary Public, this 20 day of November, 2019.

My Commission Expires:

Joseph Alan Carroll
Notary Public





ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-1) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of November 5, 2019 for hearing the matter of a petition of Thomas and Peggy Maringer, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Low Density Single Family Residential District (SF-1).

Layman's Description: West side of Powel Street north of Lucian Lane

Legal Description: PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE ALONG THE WEST LINE OF THE SW 1/4 OF THE NE 1/4, N02°19'06"E A DISTANCE OF 200.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°19'06"E A DISTANCE OF 167.25 FEET; THENCE LEAVING SAID WEST LINE, S87°38'23"E A DISTANCE OF 1,070.84 FEET; THENCE S02°22'52"W A DISTANCE OF 75.92 FEET; THENCE S87°37'08"E A DISTANCE OF 233.00 FEET TO THE EAST LINE OF SAID SW 1/4 OF THE NE 1/4; THENCE ALONG SAID EAST LINE, S02°22'52"W A DISTANCE OF 91.25 FEET TO A FOUND MAG NAIL LOCATED IN S. POWELL STREET; THENCE LEAVING SAID EAST LINE, N87°38'23"W A DISTANCE OF 31.90 FEET; THENCE S02°32'28"W A DISTANCE OF 11.76 FEET TO A FOUND IRON PIN WITH CAP "LANDTECH PLS 1204"; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.19 FEET AND A CHORD BEARING & DISTANCE OF S47°27'03"W – 35.30 FEET; THENCE N87°38'23"W A DISTANCE OF 113.86 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 29.99 FEET AND A CHORD BEARING & DISTANCE OF N76°10'54"W – 29.79 FEET; THENCE N64°43'26"W A DISTANCE OF 2.30 FEET; THENCE ALONG A CURVE TO THE LEFT

HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 50.00 FEET AND A CHORD BEARING & DISTANCE OF N76°10'54"W – 49.67 FEET; THENCE N87°38'23"W A DISTANCE OF 125.52 FEET; THENCE N02°21'37"E A DISTANCE OF 9.48 FEET; THENCE N87°38'29"W A DISTANCE OF 325.31 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 37.05 FEET AND A CHORD BEARING & DISTANCE OF S83°52'17"W – 36.91 FEET; THENCE S75°23'02"W A DISTANCE OF 2.58 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS 75.00 FEET, AN ARC LENGTH OF 22.22 FEET AND A CHORD BEARING & DISTANCE OF S83°52'20"W – 22.13 FEET; THENCE N87°38'23"W A DISTANCE OF 2.09 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS 13.00 FEET, AN ARC LENGTH OF 17.33 FEET AND A CHORD BEARING & DISTANCE OF N49°10'43"W – 16.08 FEET; THENCE N87°38'23"W A DISTANCE OF 74.56 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET, AN ARC LENGTH OF 17.93 FEET AND A CHORD BEARING & DISTANCE OF S54°02'18"W – 16.12 FEET; THENCE N87°38'23"W A DISTANCE OF 44.22 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 59.44 FEET AND A CHORD BEARING & DISTANCE OF N84°03'17"W – 59.40 FEET; THENCE N80°28'14"W A DISTANCE OF 101.62 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 27.35 FEET AND A CHORD BEARING & DISTANCE OF N81°57'46"W – 27.35 FEET; THENCE N02°21'37"E A DISTANCE OF 0.89 FEET; THENCE N87°38'23"W A DISTANCE OF 207.73 FEET TO THE POINT OF BEGINNING. CONTAINING 5.02 ACRES – 218,523 SQ.FT., MORE OR LESS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Low Density Single Family Residential District (SF-1) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Low Density Single Family Residential District (SF-1).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 10/25/2019

Public Hearing Sign Posted By: AT

Public Hearing Sign Location

FILE NO. R19-36

APPLICANT: Thomas & Peggy Maringer

REQUEST: Rezone - A-1 to SF-1

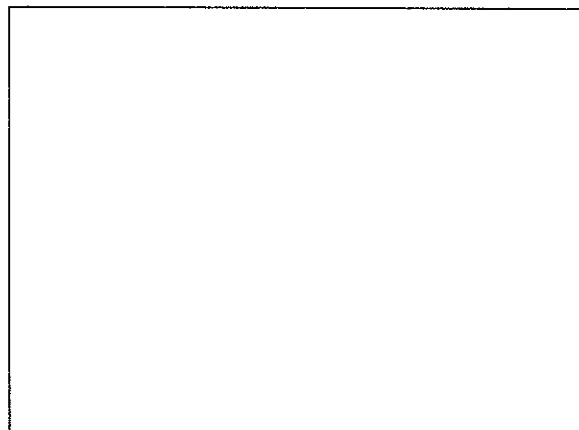
PLANNING COMMISSION MEETING

November 5, 2019



0 40 80 160 240 320 Feet

For Location Reference Only



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-2) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of November 5, 2019 for hearing the matter of a petition of Cory Rogers, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Low Density Multi-family Residential District (MF-2).

Layman's Description: NW corner of East Emma Avenue & Monitor Road

Legal Description:

A PART OF THE SOUTHEAST QUARATER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING PK NAIL AND RUNNING THENCE S02° 30' 13" W 274.95', THENCE N87° 31' 39" W 165', THENCE N02° 29' 56" E 274.87', THENCE S87° 33' 23' E 165.02' TO THE POINT OF BEGINNING, CONTAINING 1.04 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN EAST EMMA ROAD ON THE NORTH SIDE OF HEREIN DESCRIBED TRACT, SUBJECT TO THAT PORTION IN MCCOLLOUGH DRIVE ON THE WEST SIDE OF HEREIN DESCRIBED TRACT, AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS OF WAY OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Low Density Multi-family Residential District (MF-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Low Density Multi-family Residential District (MF-2).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

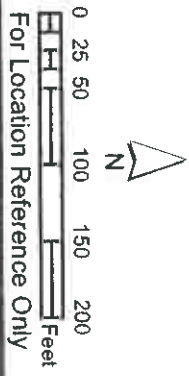
Ernest Cate, City Attorney

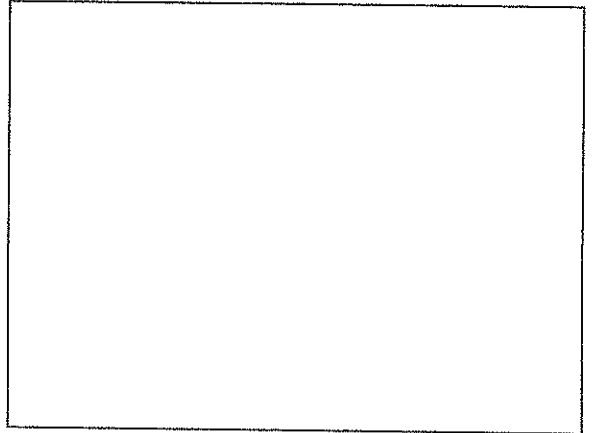


Public Hearing Sign Posted Prior/On: 10/25/2019
Public Hearing Sign Posted By: AT
Public Hearing Sign Location

FILE NO. R19-35
APPLICANT: Cory Rogers
REQUEST: Rezone - A-1 to MF-2

PLANNING COMMISSION MEETING
November 5, 2019





ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO GENERAL COMMERCIAL DISTRICT (C-2) AND THOUROUGHFARE COMMERCIAL DISTRICT (C-5) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of November 5, 2019 for hearing the matter of a petition of Cornerstone Propane, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to General Commercial District (C-2) **AND** Thoroughfare Commercial District (C-5).

Layman's Description: 3151 E. Robinson Avenue

Legal Description:

C-5

Part of the Northeast Quarter of the Northwest Quarter of Section 8, Township 17 North, Range 29 West, Washington County, Arkansas being more particularly described as follows:

Commencing of the Southwest Corner of the Northeast Quarter of the Northwest Quarter. Thence South 87 degrees 00 minutes 36 seconds East, 428.80 feet. Thence Nor 03 degrees 12 minutes 24 seconds East, 875.30 feet. Thence South 87 degrees 05 minutes 55 seconds East, 309.97 feet to an existing rebar marking the Northeast Corner of Lot 8 of Stockton Place and the Point of Beginning. There leaving the North line of said Lot 8, North 02 degrees 54 minutes 14 seconds East, 403.33 feet to an existing ridge nail on the South right of way of U.S. Highway 412. Thence along said right of way to the following bearings and distances: South 86 degrees 57 minutes 25 seconds East, 203.80 feet to an existing right of way monument. South 85 degrees 19 minutes 14 seconds East, 20.31 feet to an existing rebar Thence leaving said right of way South 02 degrees 26 minutes 29 seconds West 423.71 feet. Thence Nor 87

degrees, 33, minutes 31 seconds West, 227.46 feet to the East line of Lot 8 of Stockton Place. Thence along the East line of said Lot 8, North 02 degrees 44 minutes 26 seconds East 23.33 feet to the Point of Beginning, containing 2.20 acres and subject to any Easements of Record.

C-2

Part of the Northeast Quarter of the Northwest Quarter of Section 8, township 17 North, Range 29 West, Washington County, Arkansas being more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of the Northwest Quarter. Thence South 87 degrees 00 minutes 36 seconds East, 425.80 feet. Thence North 03 degrees 12 minutes 24 seconds East, 875.30 feet. Thence South 87 degrees 05 minutes 55 seconds East 309.97 feet to an existing rebar marking the Northeast Corner of Lot 8 of Stockton Place. Thence along the East line of said Lot 8, South 02 degrees 44 minutes 26 seconds West, 23.33 feet to the Point of Beginning. Thence leaving said East line, South 87 degrees 33 minutes 31 seconds East, 227.46 feet. Thence South 02 degrees 26 minutes 29 seconds West, 253.71 feet to a set rebar with cap Thence North 87 degrees 14 minutes 50 seconds West, 228.79 feet to an existing rebar marking the Southeast Corner of Lot 10 of Stockton Place. Thence along the East line of Lots 10 through 8, North 02 degrees 44 minutes 26 seconds East, 275.47 feet to the Point of Beginning, containing 1.33 acres more or less and subject to any Easements of Record.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to General Commercial District (C-2) **AND** Thoroughfare Commercial District (C-5) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to General Commercial District (C-2) **AND** Thoroughfare Commercial District (C-5)

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency

exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019

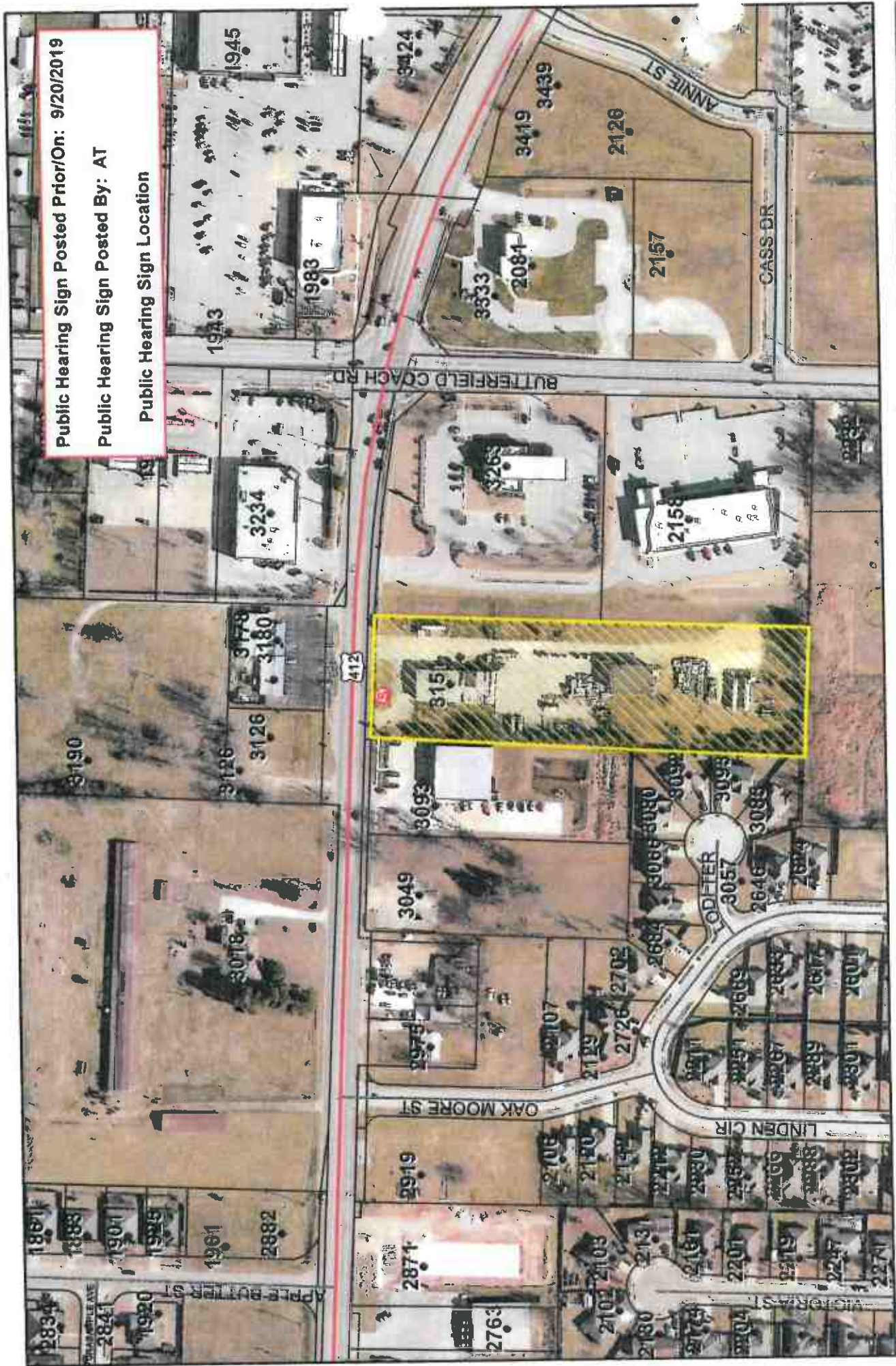
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

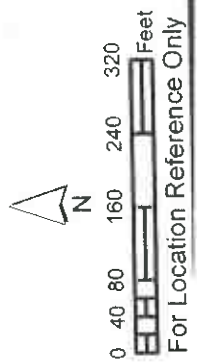
Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 9/20/2019
Public Hearing Sign Posted By: AT
Public Hearing Sign Location

PLANNING COMMISSION MEETING
October 1, 2019

FILE NO. R19-30
APPLICANT: Cornerstone Propane
REQUEST: Rezone - A-1 to C-5



Part of the Northwest Quarter of the Northwest Quarter of Section 8, Township 17 North, Range 29 West, Washington County, Arkansas being more particularly described as follows:

Zone C-5

Part of the Northeast Quarter of the Northeast Quarter of Section 2, Township 17 North, Range 29 West, Washington County, Arkansas being more particularly described as follows:

Commencing at the Southwest Corner of the Northeast Quarter of the Northwest Quarter, Thence South 87 degrees 00 minutes 36 seconds East, 425.80 feet. Thence North 03 degrees 12 minutes 24 seconds East, 875.30 feet. Thence South 87 degrees 05 minutes 55 seconds East, 309.97 feet to an existing rebar marking the Northeast Corner of the Lot of Section 19, and the Point of Beginning. Thence leaving the North line said Lot 8, North 02 degrees 54 minutes 14 seconds East, 403.33 feet to an existing bridge nail on the South right of way of U.S. Highway 412. Thence along said right of way the following bearings and distances: South 58 degrees 37 minutes 25 seconds East, 423.60 feet to an existing right of way monument. Thence South 85 degrees 19 minutes 33 seconds East, 20.31 feet to an existing rebar. Thence leaving said right of way, South 02 degrees 28 minutes 29 seconds West, 425.71 feet. Thence North 87 degrees 33 minutes 31 seconds West, 227.45 feet to the East line of Lot 8 of Section 19. Thence along the East line said Lot 8, North 02 degrees 54 minutes 14 seconds East, 37.37 feet to the Point of Beginning, containing 2.20 acres and subject to any Easements of Record.

Zone C-2

Part of the Northeast Quarter of the Northeast Quarter of Section 8, Township 17 North, Range 29 West, Washington County, Arkansas being more particularly described as follows:

Commencing at the Southwest Corner of the
Northwest Quarter of the Northwest Quarter, Thence
South 87 degrees 02 minutes 30 seconds East,
425.80 feet, Thence South 87 degrees 02 minutes
24 seconds East, 875.30 feet, Thence South 87
degrees 05 minutes 55 seconds East, 309.07 feet
to an existing rock marking the Northeast Corner
of Lot 8 of Stockton Place, Thence along the East
line of said Lot 8, South 02 degrees 44 minutes 26
seconds West, 23.33 feet to the Point of Beginning.
Thence leaving said East line, South 87 degrees 53
minutes 31 seconds East, 227.46 feet, Thence
South 02 degrees 26 minutes 29 seconds West,
253.71 feet to a cast rock with cap, Thence North
87 degrees 14 minutes 50 seconds West, 220.79
feet to an existing rock marking the Southwest
Corner of Lot 10 of Stockton Place, Thence along
the East line of Lots 10 and 11, North 87 degrees
44 minutes 26 seconds East, 275.47 feet
to the Point of Beginning, containing 1.33 acres
and subject to any Easements of Record.

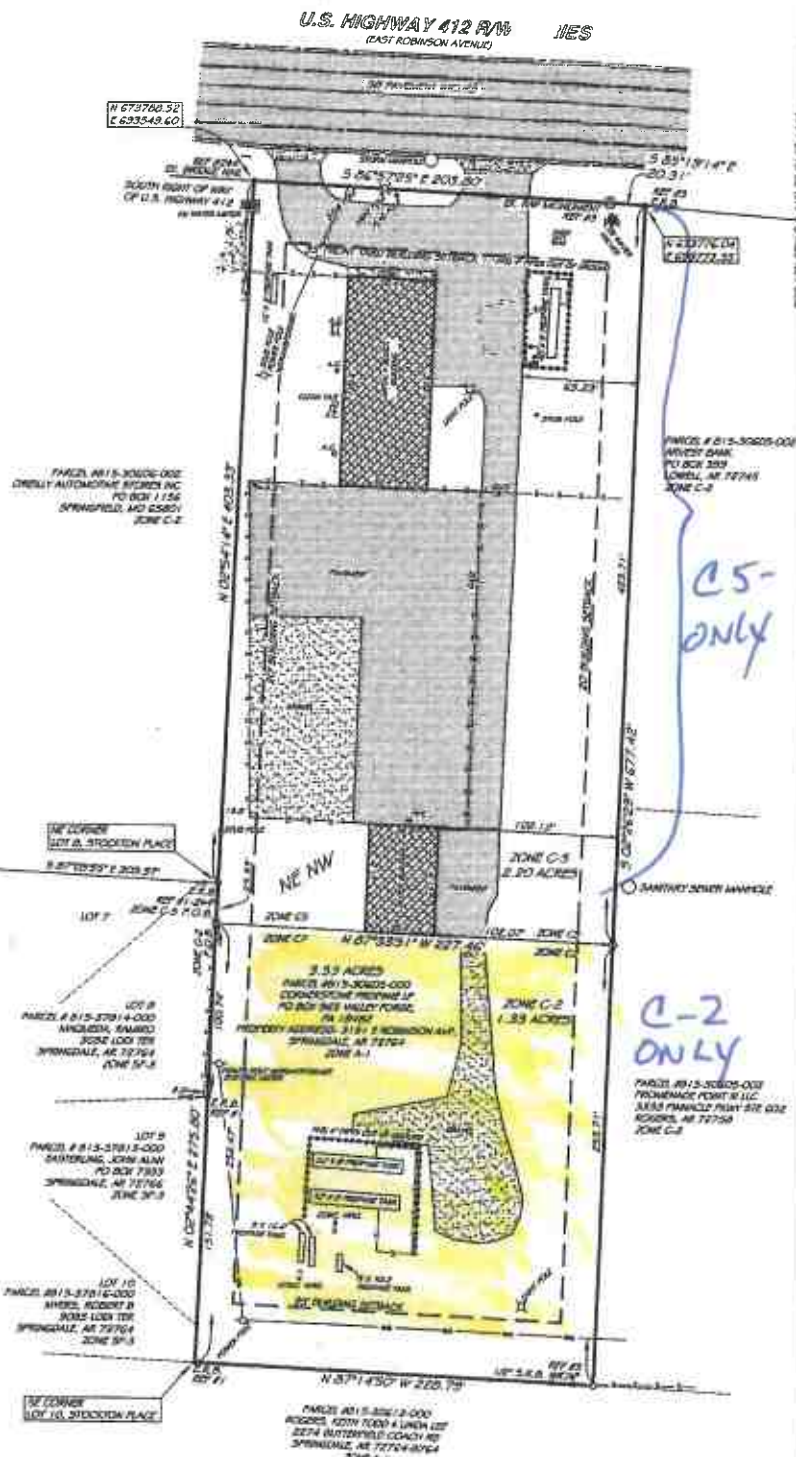


SURVEYOR'S NOTE: This survey was conducted under the supervision of Clyde R. Satterfield, No. 2747, or Stacy M. No. 1443, Satterfield Land Surveyors, P.A., Certificate of Authorization No. 772, Satterfield Land Surveyors, P.A., 1-(479)-822-2585 Hwy. 71 North, P.O. Box 840, Abbeville, MS 39231.

SURVEYOR'S NOTE: This survey was done to mark the corners on the ground and to show observer structures. Utilities located if requested according to utility company records, and no above ground inspection. This survey was done from descriptions furnished to us or information from the person(s) named on this plat. No title search was done and record searches, Rights of Way and road and Easements to and across this property must be confirmed by others. The Buyer or Owner of this property should satisfy themselves as to the correct owner through a title search or review by an attorney.

Salisbury Land Surveyors P.A. Copyright 2019

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CONTACT: UGI CORPORATION
460 NORTH GULPH ROAD,
KING OF PRUSSIA, PA 19406
PHONE: (610) 768-3626

R19-30

WASHINGTON COUNTY, ARKANSAS
SURVEY OF PART OF THE

NE 1/4 NW 1/4, SECTION 8, T-17-N, R-29-W



SURVIVORS DISCUSSION AND STATEMENT OF USE

This survey was conducted by the person named as the buyer and/or Use authorization of the person named as the seller and/or Use authorization to use shown on this plat. No one has the authority to use or convey any part of the property or their agents and they are hereby notified to the contrary. This plat is protected by copyright law and the State Survey shown on this plat. This plat is protected by copyright law and no person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveys, Inc., A.I.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing with State Surveyor's office, survey

- JOURNAL	
□	S.B.A. - SET 1/2" NUTBAR W/ CLIP
○	S.P.A.M. - SET P.R. MALLARD STAKE
○	S.E.A.S. - SET P.R. MALLARD STAKE
○	S.A. - SET MALL
○	S.P. - SET MALL
○	E.P.A.M. - EXTENDING P.R. MALL
○	E.P.A.M. - EXTENDING P.R. MALL
○	E.A. - EXTENDING MALL
○	E.E.A.S. - EXTENDING MALL AND STAKE
○	E.E.A.S. - COMBINATION MOUNTMENT
○	E.E.A.S. - EXTENDING STAKE
○	E.E.A.S. - EXTENDING STAKE MOUNTMENT
○	E.E.A.S. - EXTENDING P.R. MALLER
○	E.E.A.S. - EXTENDING PENCE
○	E.E.A.S. - COMBUTED POINT

RECEIVED 11/11/93 BY
JON L. GILG
FOR REGIONAL PROPERTY

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10000 FT. C.M.O.
 SCALE 1" = 50'
 DATE 8-28-19
 JOB NO. 44-546
 Yellowfield Land Surveyors P.A.
 REG. OFF. & O.C.A.
 1026 N.W. 77 AVE. ALMA, AR. PHONE NO. (410) 835-2842
 FAX (410) 833-2877 - WEBSITE: WWW.YLSURVEYING.COM

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
247 COMBS AS SET FORTH IN ORDINANCE NO. 4030**

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on November 5, 2019 on a request by Andrew and Karen Morris for a conditional use for a Tandem Lot Split in a Low/Medium Density Single Family Residential District (SF-2) at 247 Combs; and

WHEREAS, following the public hearing the Planning Commission by a vote of six (6) yes and zero (0) no recommends that a conditional use be granted to Andrew and Karen Morris for a Tandem Lot Split in a Low/Medium Density Single Family Residential District (SF-2) with the following conditions – No **Conditions**.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Andrew and Karen Morris for a Tandem Lot Split in a Low/Medium Density Single Family Residential District (SF-2) with the following conditions – **No Conditions**.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST:

Doug Sprouse, Mayor

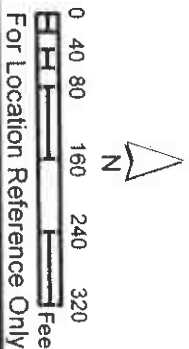
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 9/20/2019
Public Hearing Sign Posted By: AT
Public Hearing Sign Location



FILE NO. C19-19
APPLICANT: Andrew/Karen Morris
REQUEST: Conditional Use - Tandem Lot Split

PLANNING COMMISSION MEETING
October 1, 2019

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE FOR
DAVID MANCIA AT 1102 BACKUS AS SET FORTH IN
ORDINANCE NO. 4030**

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on November 5, 2019, on a request by David Mancía for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of six (6) yes and zero (0) no grants a conditional use to David Mancía for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2) with **no conditions**.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to David Mancía for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2).

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

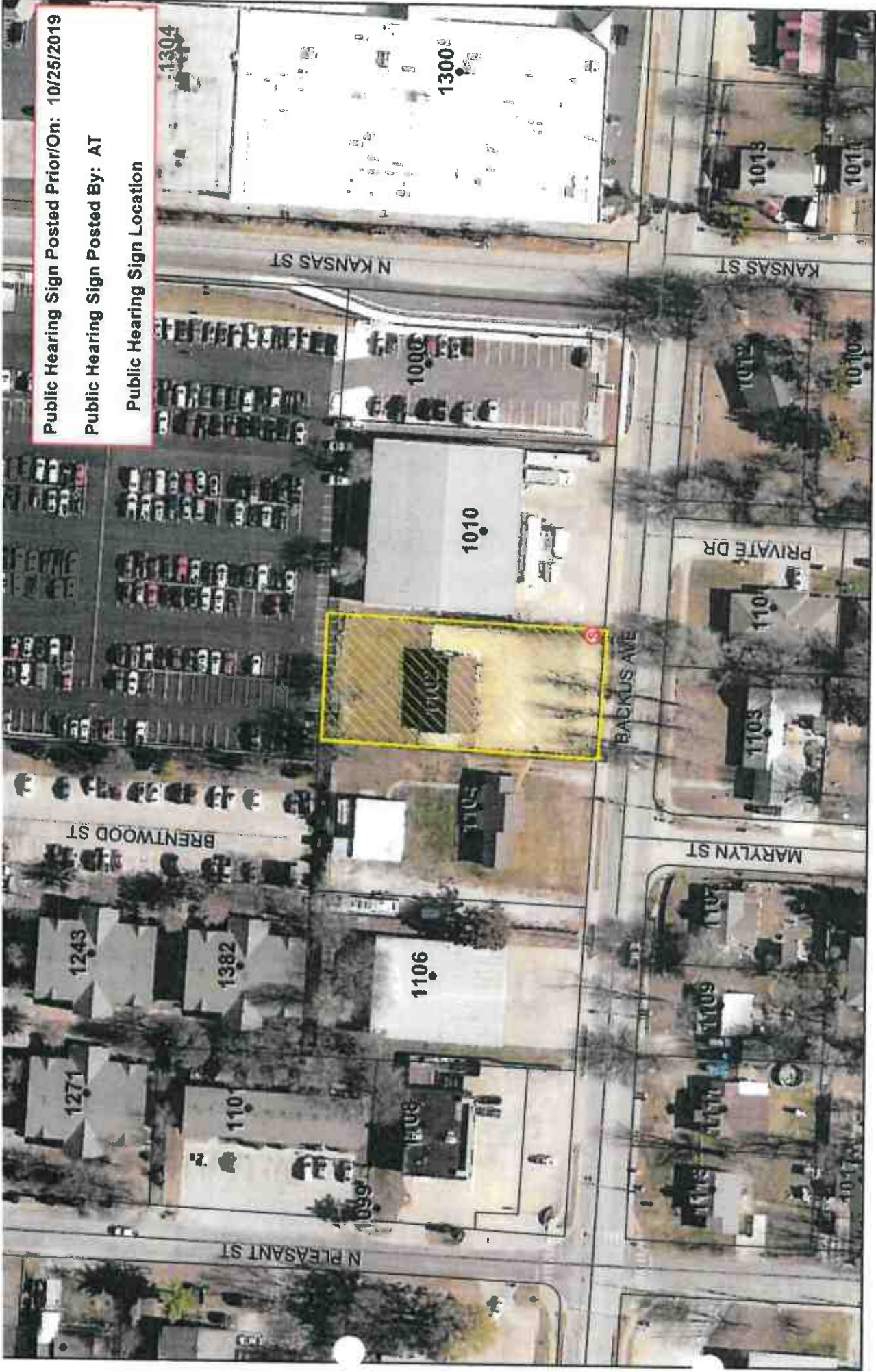
ATTEST:

Doug Sprouse, Mayor

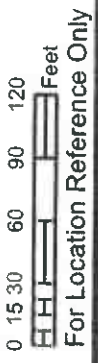
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 10/25/2019
Public Hearing Sign Posted By: AT
Public Hearing Sign Location



FILE NO. C19-21
APPLICANT: David Mancia
REQUEST: Conditional Use - Use Unit 41 in C-2

PLANNING COMMISSION MEETING
November 5, 2019

RESOLUTION NO. _____

**A RESOLUTION APPROPRIATING FUNDS FOR THE
PARKS AND RECREATION DEPARTMENT
PROJECT NO. 18BPP5**

WHEREAS, the City of Springdale is in the process of making improvements to the Parks & Recreation Center located at 1906 Cambridge Street, and

WHEREAS, the City would like to make improvements to the roof, the heating/air conditioning equipment, the electric service, and purchase some necessary maintenance equipment, and

WHEREAS, Harness Roofing, Inc. has submitted a quote of \$367,266 (The Interlocal Purchasing System, Contract #1807703) for installation of the improvements to the roof, and

WHEREAS, Multi-Craft Contractors, Inc. has submitted a quote of \$900,320 (The Interlocal Purchasing System, Contract #190201) for installation of the improvements to the heating/air conditioning equipment which includes replacing the electric gear and service needed to increase to 2000 amps, and

WHEREAS, P & K Equipment, Inc. has submitted a quote of \$12,802.34 for the necessary maintenance equipment;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated an amount not to exceed \$1,280,400 from the combination of 2018 Park Bond Construction Fund and CDBG funds for these repairs to the Recreation Center.

PASSED AND APPROVED this 26th day of November, 2019.

ATTEST:

Doug Sprouse, Mayor

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



HARNESS ROOFING, INC.

Customer Committed
www.harnessroofing.com

Arkansas Contractor's License #0018900416
Oklahoma Roofing Contractor Registration #8000044

4185 Treadco Drive * Springdale, AR 72762 * Phone 479.751.6649 * Fax 479.750.9081

Date: 8-29-2019

Proposal # 19-20-0165

Harness Roofing, Inc. (hereinafter referred to as "HRI") proposes to perform and furnish the labor, materials, insurance, supervision, equipment and warranty (herein together referred to as the "Work") described herein for:

OWNER/CUSTOMER: Springdale Recreation Center
ADDRESS: 1906 Cambridge St, Springdale, AR 72764
PROJECT: TPO Roof install over existing R panel roof

SCOPE OF WORK:

1. Install EPS flute filler in pans of the existing R-panel roof system.
2. Mechanically attach 1 inch Poly-ISO cover board to existing roof panels.
3. Mechanically attach 60 mil TPO single ply membrane to metal building purlins with Rhino bond plates.
5. Wrap vents and install soil pipes boots on penetrations.
6. Install new 24 gauge prefinished metal rake run end of the building.
7. Install termination bar inside gutters
8. Furnish 15 year NDL manufacturers warranty and HRI 1 year workmanship warranty.
9. The above system will add additional weight to the existing structure, Owner will need to determine if the structure is adequate.
10. Work conducted during normal working hours.

EXCLUSIONS: gutter and downspouts
Electrical, plumbing, HVAC, existing roof panels, interior protection

Tips # 180702

CONTRACT PRICE: HRI shall perform the Work for:

Dollars \$ 367,266.00 , in current funds.

TERMS AND CONDITIONS: The terms and conditions set forth on the following pages are a part of this proposal.

This Proposal is subject to revision or withdrawal by HRI for any reason until communication of acceptance and may be revised after communication of acceptance where an inadvertent error by HRI has occurred. This Proposal expires thirty (30) days after the date stated above unless otherwise agreed if not earlier withdrawn. Acceptance shall be subject to approval of credit department.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

By: _____ Title: Project Manager

ACCEPTANCE:

The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract.

Owner/Customer: _____ By: _____

Title: _____ Date: _____

TERMS AND CONDITIONS

- 1. Nature of Work.** Harness Roofing, Inc. ("HRI") shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. HRI does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to HRI, Customer warrants that they are sufficient and conform to all applicable laws and building codes. HRI is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by HRI from what is specified. HRI is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which HRI's roofing work is installed.
- 2. Deck.** Customer warrants that structures on which HRI is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. HRI's commencement of roof installation indicates only that HRI has visually inspected the surface of the roof deck for visible defects. HRI is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), insulation, fastening or moisture content of the roof deck or other trades' work or design.
- 3. Concrete Decks.** In the event that roofing is to be installed over a concrete or other wet deck or substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried so that roofing materials can be installed without potential future adverse effect shall be made by the General Contractor in consultation with the concrete subcontractor, concrete manufacturer and design professional. HRI is not responsible to test or assess moisture content of the deck or substrate.
- 4. Asbestos and Toxic Materials.** This proposal is based on HRI's not coming into contact with asbestos-containing or toxic materials ("ACM"). HRI is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. HRI shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify HRI from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.
- 5. Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to HRI by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. HRI shall be entitled to recover from Customer all costs of collection incurred by HRI, including attorney's fees, resulting from Customer's failure to make proper payment when due. HRI's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.
- 6. Right to Stop Work.** The failure of Customer to make proper payment to HRI when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle HRI, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which HRI shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid HRI shall be increased by the amount of HRI's reasonable costs of shut-down, delay and start-up.
- 7. Insurance.** HRI will carry worker's compensation, automobile and commercial general liability (bodily injury and property damage) insurance. HRI will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by HRI, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Monies owed to HRI shall not be withheld by reason of any damage or claim against HRI covered by liability or property damage insurance maintained by HRI or claims covered under builder's risk insurance.
- 8. Additional Insured.** If Customer requires and HRI agrees to name Customer or others as additional insureds on HRI's liability insurance policy, Customer and HRI agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of HRI and is not intended to make HRI's insurer liable for claims that are due to the fault of the additional insured.
- 9. Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. HRI shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold HRI harmless from claims of tenants who were not so notified and did not provide protection.

TERMS AND CONDITIONS

10. Deck Repairs. Any work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material or unit price basis as an extra unless specifically included in the scope of work.

11. Damages and Delays. HRI will not be responsible for damage done to HRI's work by others, including damage to temporary tie-offs. Any repairing of the same by HRI will be charged as an extra. HRI shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by HRI. HRI shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, snow, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, HRI's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

12. Roof Projections. HRI will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to HRI. Penetrations not shown on the plans provided to HRI prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and HRI shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.

13. Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

14. Wind Loads or Uplift Pressures. Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. HRI is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, HRI's bid is based solely on manufacturer's printed test results. HRI itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

15. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by HRI. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold HRI harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

16. Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of HRI. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to HRI, upon submittal of written documentation and advance notice to Customer.

17. Backcharges. No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to HRI shall be valid unless previously authorized in writing by HRI and unless written notice is given to HRI within five (5) days of the event, act or omission which is the basis of the backcharge.

18. Safety. Owner warrants there will be no live power lines on or near the roof servicing the building where HRI will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to HRI's employees. HRI's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which HRI will be installing the new roof. Owner will indemnify HRI from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to HRI's personnel or resulting from the presence of concealed electrical conduit and live electrical power. HRI is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold HRI and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. HRI is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold HRI harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.

19. Availability of Site. HRI shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. HRI shall not be required to begin work until underlying areas are ready and acceptable to receive HRI's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by HRI to and from the job as a result of the job not being ready for the Work after HRI has been notified to proceed will be charged as an extra.

TERMS AND CONDITIONS

20. **Warranty.** HRI's work will be warranted by HRI in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of HRI's standard warranty is attached or, if not, will be furnished upon request. HRI SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against HRI.

A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

21. **Existing Conditions.** HRI is not responsible for leakage through the existing roof or other portions of the building that have not yet been re-roofed by HRI.

22. **Mold.** HRI and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to HRI if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, HRI will make roof repairs at the Owner's expense. The Owner is responsible for monitoring any leak areas and for indoor air quality. HRI is not responsible for indoor air quality. Owner shall hold harmless and indemnify HRI from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless HRI from claims brought by tenants and third parties arising from mold growth.

23. **Material References.** HRI is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

24. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by HRI. HRI is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels.

25. **Dispute Resolution.** If a dispute shall arise between HRI and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, HRI and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against HRI alleging any breach of this contract or negligence by HRI must be initiated no later than two (2) years after HRI performed the roofing installation covered by this contract.



October 18, 2019

Quote: 19S10180732

Springdale Parks & Recreation
1906 Cambridge St
Springdale, AR 72762

Attn: Chad Wolf
PH: 799-2086
cwolf@springdalear.gov

RE: Recreation Center HVAC – TIPS contract #190201

The Service division of Multi-Craft Contractors, Inc. is pleased to present the following proposal.

Scope of work:

- Complete JSA (Job Site Safety Analysis) before work begins.
- Provide and install (12) packaged units with the following specifications:
 - 25 ton nominal capacity 294,000 btuh
 - Dry bulb economizers with CO2 sensors for Demand Control Ventilation
 - Powered Exhaust
 - 2 stage natural gas heat, 400,000 btuh input
 - Side discharge
 - Smoke detectors
 - Hail guards
- Form and pour (12) concrete pads to support the new packaged units.
- Install (2) bollards at each unit location for protection.
- Route the natural gas piping from existing gas line in purlin to the new unit locations including regulators, shut off valves and drip legs.
- Provide and install the insulated sheet metal duct system:
 - Supply will run up the side wall to appx 20' AFF and feed a discharge grille designed to throw the air across the room for good air distribution.
 - Return will route up the side wall directly above the first purlin appx 8' AFF and terminate to a wall mounted return grille.
- The new units will be controlled by a wall sensor located in a lock box next to each return grille.
- Provide and install control wiring between the sensors and equipment.
- Perform a complete start up after the installation is complete.
- Adjust supply grilles for proper air distribution.
- Provide the necessary lifts to perform this work.

Electrical Scope

- Conduit and wire from panel to (12) new air units
- Terminate wire, check voltage and rotation on all units
- Upgrade service to building from 600 amp to 1600 or 2000 amps
- New 3 phase 480 volt service entrance rated panel with shunt trip NEMA 3R

- Dig across driveway behind building for new service and replace with cold patch asphalt

Notes & Exclusions:

- Any fees from Power Company
- This proposal does not include pricing for the central office area HVAC, Electrical or Plumbing. MCC can provide pricing based on customers design requirements.
- Labor to demo or relocate existing Coenco fans for air distribution assistance is not included. MCC recommends using some of these fans for air circulation to assist the new HVAC units with the long air throw. MCC can provide pricing at the request of the customer.
- Demo of existing unit heaters or roof penetrations is not included. MCC can provide pricing at the request of the customer.
- MCC recommends replacing the roof and bringing the R value up to ASHRAE recommended values. These loads were figured based on a new TPO roof with 2" insulation. The roof is in need of replacement and to size the equipment for current roof condition would cost approximately \$60,000 more in installation and equipment as well as a considerable amount of annual energy consumption/cost.
- A meeting with the Fire Marshall will need to take place to verify clearance in the north alleyway between the new units and curb is sufficient to meet code.
- This bid is subject to review from the TIPS team project estimator.

Warranty:

- Equipment comes with the standard manufacturer's warranty. (1 year all parts, 5 year compressor, 10 year heat exchanger)
- MCC will provide a 1-year labor warranty.

Total Price with 1600 amp gear and service: \$ 892,140.00 (including labor, materials and taxes)

OR

Total Price with 2000 amp gear and service: \$ 900,320.00 (including labor, materials and taxes)

This price is based upon all work being performed during normal daytime business hours. Above stated price is valid for thirty (30) days.

We appreciate this opportunity to be of service to you. If you have any questions, please contact us.

Sincerely,

Michael Jones
PH: 479-236-8377

Notice to Proceed

Please provide written acceptance of this proposal via approval signature below, or purchase order referencing the proposal number herein.

Payment Terms

On contracts exceeding \$5,000, a 25% down payment will be required upon acceptance. Monthly progress payments may be required depending on the length of the project at MCC's discretion. Progress payments will not exceed 90% of the total contract amount. The final 10% will be invoiced upon completion. Purchaser agrees to pay Multi-Craft Contractors, Inc. (MCC) for the performance of the work as set forth herein, subject to revision via written change orders signed by both parties. Credit card payments will be subject to added 3% convenience fee. Payments due **in full** no later than 30 days from **invoice** date. Payments due and invoices unpaid shall bear interest at the maximum lawful rate. Terms as follows:

- Balance due net 30 days

Warranty and Exclusions

- Customer will provide and permit reasonable access to all necessary areas. MCC will be allowed to start and stop equipment as necessary to perform its services and be permitted access to existing facilities and building services covered under this Agreement.
- In the unlikely event of failure to perform its obligations, MCC's liability is limited to repair or replacement at its option. Under no circumstances will MCC be responsible for loss of use, loss of profits, or increased operating claims of the customer, or any special, indirect or consequential damages.
- The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
- MCC will not be liable for delays or failure to obligate due to fire, flood, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.
- This agreement does not include any services occasioned by improper operation, negligence except the negligence of MCC, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by MCC. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- MCC shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal, State, Municipal or other authorities except as otherwise included in this Agreement.
- In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- MCC shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. MCC shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. MCC shall not be held liable for any loss by reason of delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or agency.
- In the event of additional freight, labor, or material costs resulting from the customer's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the customer agrees to pay these additional costs.
- MCC's service shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event MCC encounters such material in performing its work, MCC will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- This agreement does not include the disposal of hazardous waste. Any charges incurred for their proper disposal will be borne by the customer as an extra to the contract price.

Disputes

Disputes arising out of or in relation to this document that cannot be resolved first through direct discussion between parties involved, shall be decided by arbitration at the location of the project or Multi-Craft Contractors Inc.'s office at Multi-Craft Contractors Inc.'s discretion, and shall be governed by Arkansas law. This agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable.

Authorized Purchaser & Title

Acceptance Date

Purchase Order Number

Springdale Parks & Recreation 19S10180732

If accepted please sign and fax to 479-751-0316



Quote Summary

Prepared For:

Springdale Parks & Recreation
Po Box 42
Springdale, AR 72765
Business: 479-283-0071
cwolf@springdalear.gov

Prepared By:

Cole Combs
P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074
Phone: 405-743-4050
ccombs@pkequipment.com

THANK YOU - WE APPRECIATE YOUR BUSINESS!

PRICES LISTED INCLUDE ALL APPLICABLE BONUSES & REBATES.

WARRANTY INFORMATION: FOR NEW EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR USED EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

Quote Id: 20763887

Created On: 07 November 2019

Last Modified On: 12 November 2019

Expiration Date: 30 November 2019

Equipment Summary

	Selling Price	Qty	Extended
GREENS GROOMER 18" MINIZAPR	\$ 5,560.00 X	1 =	\$ 5,560.00
GREENS GROOMER 36" MINIZAPR XL	\$ 9,560.00 X	1 =	\$ 9,560.00
WIEDENMANN BOGEY WHEEL AND HITCH (HYDRAULIC)	\$ 2,105.00 X	1 =	\$ 2,105.00

Equipment Total

\$ 47,225.00

11,665

Quote Summary

Equipment Total	\$ 17,225.00
SubTotal	\$ 17,225.00
Sales Tax - (9.75%)	\$ 1,679.44
Est. Service Agreement Tax	\$ 0.00
Total	\$ 18,904.44
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 18,904.44

1,137.34

12,802.3

Salesperson : X _____

Accepted By : X _____

Confidential



Quote Id: 20763887

Prepared For:
Springdale Parks & Recreation

Prepared By: **Cole Combs**

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074

Tel: 405-743-4050
Fax: 405-743-4089
Email: ccombs@pkequipment.com

Date: 07 November 2019

Offer Expires: 30 November 2019

Confidential

That which is underlined is added and that which is stricken through is deleted.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 30 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS; DECLARING AN EMERGENCY; AND FOR
OTHER PURPOSES.**

WHEREAS, Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to cemeteries in the City of Springdale;

WHEREAS, Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended to specifically refer to Bluff Cemetery;

WHEREAS, Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended to add certain rules and regulations of Bluff Cemetery, so that citizens will be made aware of these rules and regulations, and to ensure the upkeep and beauty of Bluff Cemetery;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE
CITY OF SPRINGDALE, ARKANSAS:**

Section 1: Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to amend the chapter heading to read as follows:

Chapter 30 – ~~CEMETERIES~~ BLUFF CEMETERY

Section 2: Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to add a new section to read as follows:

Sec. 30-2. – Rules and Regulations for Bluff Cemetery.

- (a) Except for unusual and unforeseen emergencies, Bluff Cemetery shall be open to the public every day of the year from sunrise to sunset, and no one shall be in Bluff Cemetery before sunrise or after sunset.
- (b) No dogs or other animals, except service animals, shall be permitted in Bluff Cemetery.
- (c) No alcohol is allowed on cemetery grounds.
- (d) Walking for exercise is permitted during normal operating hours.
- (e) Placement of floral arrangements and other memorials shall be subject to the following:
 - (1) Funeral flowers, holders, containers, baskets and easels shall be removed no later than the fifth day after a funeral service.
 - (2) Glass containers, tin cans, and breakable plastic containers are not permitted.
 - (3) No landscaping border of any kind shall be constructed around the perimeter of any burial plot. This includes benches or other items that interfere with cemetery maintenance.
 - (4) No planting of live flowers, shrubs or trees are permitted.
 - (5) Live cut flowers in permanent vases attached to the headstone are permitted, as are artificial flowers appropriate for the season and in permanent vases attached to the headstone.

- (6) Special holiday arrangements placed on and around head stones as well as in permanent vases in the months of November and December may be left on graves no later than January 31, at which time any such arrangements remaining will be removed and discarded by the City.
- (7) Memorial Day arrangements and wreaths that are not securely attached to head stones or in permanent vases will be removed by the City on or after June 30, or as necessary to allow for routine maintenance of the cemetery.
- (8) Arrangements for other holidays not in keeping with these regulations will be removed at the time of the first mowing after the holiday.
- (9) Any floral arrangements may be removed by the City when such arrangements become discolored, wilted, seasonally inappropriate, or unsightly in any manner.
- (10) No person shall remove any plant or flower that is actively growing in the cemetery.
- (11) Any decorations or memorials other than those allowed herein **WILL BE REMOVED IMMEDIATELY** upon discovery by the City and shall not be retained or stored.

(f) Any person violating any provisions of this section shall be subject to the penalties set out in the general penalty provision of section 1-9.

Section 3: All other provisions of Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

Section 4: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE
DESTRUCTION OF OLD ACCOUNTING
RECORDS**

WHEREAS, there is presently a shortage of storage space to maintain old records, and

WHEREAS, the storage of a large amount of paper accounting records could present a fire hazard, and

WHEREAS, the City Clerk/Treasurer has identified old accounting records to be destroyed, and

WHEREAS, Arkansas Code Ann. § 14-59-114 provides for the destruction of old accounting records with the permission of the City Council,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. The Mayor is hereby authorized to arrange for the destruction, by shredding, of the accounting records indicated on the attached affidavit, in accordance with Arkansas Code Ann. §14-59-114.

PASSED AND APPROVED this 26th day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

2019 RECORDS TO BE DESTROYED

<u>BOX #</u>	<u>DESCRIPTION</u>
1.	2008 DATA MATCH PROJECT SURVEY; 2007, 2009, 2013 ICMA SURVEY; ANNUAL GOVERNMENT SURVEY FOR CITY OF SPRINGDALE 2008-2013 & ANNUAL GOVERNMENT SURVEY FOR SPRINGDALE MUNICIPAL AIRPORT 2012-2013; ICMA QTRLY FINANCIAL REPORTS 2010 & 2013; CID/JAILER CLOTHING ALLOWANCE WORKSHEETS 2009-2012; HOLIDAY PAY WORKSHEETS 2007-2012; SICK LEAVE BONUS & RETROACTIVE OVERTIME PAY WORKSHEETS 2007-2009 & 2012; MEAL REIMBURSEMENT RECEIPTS 2008-2013
2.	2014 BUSINESS LICENSE RECEIPTS
3.	2011 ADJUSTING JOURNAL ENTRIES; BUDGET ADJUSTING ENTRIES
4.	2012 LEGACY BANK STMTS; 2012 JOURNAL ENTRIES; CD'S FOR: 2012 FIRST SECURITY BANK STATEMENTS & LEGACY BANK STATEMENTS FOR DISTRICT COURT
5.	2014 ACCOUNTS PAYABLE REPORTS (BINDERS)
6.	PAYROLL REGISTERS & TIMESHEETS - JULY 2013-AUG 16, 2013
7.	POLICE PENSION FUND: 2010/2011 GENERAL LEDGERS, PAYROLL & CHECK REGISTERS, ADJUSTING JOURNAL & ACCOUNTS PAYABLE UPDATE, TAX REGISTERS, CHECK RECONCILIATION, MERRILL LYNCH STMTS, CHECK COPIES; 2010 SMITH BARNEY MORGAN STANLEY REPOTS; BANK STMTS, RECEIPTS, ELECTION OF OFFICERS, INSURANCE TURNBACK REPORTS, IRS 1099'S, FEDERAL WITHHOLDING REPORTS, ARKANSAS STATE WITHHOLDING REPORTS, MONEY TRANSFER REQUESTS
8.	2005 FINANCE DIRECTOR WORKPAPERS (AUDIT REPORT)
9.	2014 ACCOUNTS PAYABLE INVOICES
10.	2013 COURT REPORTS & BANK RECONCILIATIONS
11.	2013 COURT REPORTS & BANK STATEMENTS
12.	2014 ACCOUNTS PAYABLE INVOICES
13.	2011 BANK RECONCILIATIONS: OPERATING ACCT, DIST COURT (CITY/COUNTY, SMALL CLAIMS, & CIVIL), SERIES 2006 BOND CONSTRUCTION FUND, SALES & USE TAX; CASH POSTING JAN-FEB 2011; CASH UPDATES JAN-JUNE 2011

CITY OF SPRINGDALE
2019 RECORDS TO BE DESTROYED

14. PAYROLL REGISTERS & TIMESHEETS –JAN & FEB 2013
15. PAYROLL REGISTERS & TIMESHEETS –DEC 20, 2013; HOLIDAY & COUNCIL CHECKS 2012-2013
16. 2007-2008 FINANCE DIRECTOR WORKPAPERS
17. PAYROLL REGISTERS & TIMESHEETS –MARCH & APRIL 2013
18. PAYROLL REGISTERS & TIMESHEETS –AUG 30, 2013-OCT 11, 2013
19. 2014 CASH RECEIPTS COPIES (A-Z)
20. PAYROLL REGISTERS & TIMESHEETS –OCT 25, 2013-DEC 6, 2013
21. PAYROLL REGISTERS & TIMESHEETS –MAY & JUNE 2013; QUARTER END REPORTS 2012-2013
22. PROPERTY INSURANCE CLAIMS 2007-JUNE 2014